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> Certificate of Recordation C-762 March 2001—30,000

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Signature The Pullman Group, LLC dba The Pullman Group

Duly Authorized Agent of:

Recordation will be malied Inwindow envelope to this address:

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### THE PULLMAN GROUP," LLC

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212.750.0464 fax
info@pullmanco.com
www.pullmanco.com
Securitizing the Future

V3476 D682

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley Three Boys' Music Corporation C/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560 Los Angeles, CA 90024

JAN 16.2002

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Three Boys' Music Corporation, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- l Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to with or through Pullman, on condition that Owner provide and shall be refinanced in a transaction Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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Engagement between Pullman and Three Boys' Music Corporation Page 2

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- 3. <u>Pullman's Services</u>. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):
- (a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share, including the composition "Love Is A Wonderful Thing" and its full copyright infringement judgment obtained against Michael Bolton, Sony, et al. and future royalties from such (the "Assets").
- (b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.
- (c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.
- (d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.
- (e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.
- 4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:
- (a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.
- (b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.
- (c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.
- (d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.
- (e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which

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Engagement between Pullman and Three Boys' Music Corporation Page 3

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Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.
- (g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

#### 5. Compensation to Pullman.

- (a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Engagement between Pullman and Three Boys' Music Corporation Page 4

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Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

- (iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.
- 6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.
- 7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.
- 8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.
- 9. <u>Indemnification</u>. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.
- 10. <u>Non-circumvention</u>. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Engagement between Pullman and Three Boys' Music Corporation Page 5

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

- Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman.

  Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.
- 12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours, The Pullman Group, LLC

ACCEPTED AND AGREED:

THREE BOYS' MUSIC CORPORATION

Rudolph Isley

Title:

Date: 7/23

(Commencement Date)

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V3476 D682 Fage 7

SCHEDULE A V34

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	!	Registration	Renewal	Starts	Converient and Renewal Claimants & Notes	A.
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ATTER THE DANCE	3/61/3/6	RP 351582	9	2005	Jobete Music Company, Inc.	Jast
ALL IN THE PROMISE OF TOMORROW	10/1/1967	EP 236815	1/30/1995	1996	Jobste Music Company, Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95).	1.20
אד אג פונק	3/15/1965	85 20058	4/29/1993	<b>46</b> 61	Jobete Music Co., Inc. (In notice: Jobette Music Co., Inc.) Renawed Prankie Gaye and Marvin Gaye Jzd.	by None Gaye.
AT LAST (I POUND LOVE)	10/15/1967	BP 237828	1/30/1995	1996	Jobete Music Co., Inc. Renswed by Mona Gaye, Frankis Gaye and Marvin renswed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95)	/293-
BABI, I'M FOR REAL	5/22/1969	BP 259278	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Anna Gaye and Sarvin Gaye	
BABY, II'S LOVE	10/6/1970	32 278006	1/2/1998	1999	Jobets Music Co., Inc. Renewed by Anna Gaye	V
BASI, YOU SURE THRILL ME	3/1/1965	BP 207307	3/21/1994	1994	Jobete Music Co., Inc. Renewed by None Gaye, Frankie Gaye and Marvin	Proc. shap
BATTANDO EN LA CALLE	12/7/1970	BP 261033	1/2/1998	1999	Jobete Rusic Co., Inc. New matter: Spanish translation. Renewed by Company, Inc. as proprietor in a work made for hire.	Johnson West or Party of Street, or Party of S
BECAUSE OUR LOVE IS REAL	6/26/1961	1967/98/	8/31/1548	1990	Pugua Pub. Co. Renewed by Pugua, Robert White, James Nyx and Harylm (	
BEXCHWOOD 4-5789	6/25/1962	BU 725360	11/23/1990	1991	Jobete Rusic Co., Inc. Renswed by Frankie Christian Gaye, Harvin Gaye. Harvin 6/25/30	
BELLS, THE	8/1/1968	BP 248432	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover.	
- stils, the	1/16/1970	BP 267749	3/26/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	UO/
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-CHANGE WHAT YOU CAN	1/15/1967	BP 226940	1/20/1995	1996	Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona Marviss Gay by Elgie Stover and Anna Caye (RE 696-679 on 3/1/95)	
CHRISTHAS IN THE CITY	12/13/1972	BP 308329	1/3/2000	2001	Jobete Rusic Co., Inc. Renewed by Marvin Gaye III and Wons-Hartist Gay	
CLEO'S APARTHERT	12/19/1912	BP 307201		2001	Jobete flusic Co., Inc. and Trentisth Century Music Corp.	
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SCHEDULE A

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### FRIENDLY SKY)  10/1/1965 ### 123322 2002  10/1/1965 ### 206216 4/29/1993 1994  12/19/1972 ### 207200 1/3/2000 2001  12/1/1965 ### 207200 1/3/2000 2001  12/2/1965 ### 211610 4/29/1993 1994  12/2/1971 ### 293863 12/31/1998 2000  2/13/1963 ### 757667 12/16/1991 1992  #### PRIENDLY SKY)  2/13/1963 #### 757667 12/16/1991 1993		9/25/1971	BP 291366	12/11/1998	2000	Jobete Music Co., Inc. Renewed by Sandra Greene	
INSIDE  10/1/1965 RP 208216 4/29/1993 1994  12/1/1965 RP 211610 1/3/2000 2001  INSIDE  12/1/1965 RP 211610 4/29/1993 1994  INSIDE  12/2/1976 RP 288195 12/31/1998 2000  INSIDE  12/28/1971 RP 288195 12/31/1998 2000  2000 2001 12/28/1971 RP 288195 12/31/1998 2000  2/13/1963 RU 757667 12/16/1991 1992	DISTANT LOVER	8/27/1973	BP 323322		2002	Jobete Music Co., Inc. New matter: some revisions a revision. Previously published on 9/25/71, EP 291366	and added lyrics and some selections
MITH BR. T  12/1/1965 BP 211610 4/29/1993 1994  12/1/1965 BP 211610 4/29/1993 1994  12/1/1965 BP 211610 4/29/1993 1994  (IN THE PRIENDLY SET) 6/23/1971 BP 293863 12/31/1998 2000  (IN THE PRIENDLY SET) 12/28/1971 BP 293863 13/31/1998 2000  8 ON SOUR LOVING 2/13/1963 BU 757667 12/16/1991 1992	-Don't cri for he	10/1/1965	BP 208216	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Harv renewed by Willie Farmer (RE 534-674 on 10/25/93)	in Gaye III and Kens Grys. All
LOVE INSIDE  LOVE INSIDE  1/2/1965 EP 211610 4/29/1993 1994  (IN THE PRIENDLY SKY) 6/23/1971 EP 288195 12/31/1998 2000  (IN THE PRIENDLY SKY) 12/28/1971 EP 293863 12/31/1998 2000  S ON SOME LOVING  2/13/1963 EU 757667 12/16/1991 1992	Don't Ress With BR. I	12/19/1972		1/3/2000	2001	Jobets Music Co., Inc. and Iventieth Century Rusic Co Christian Gaye, Harvin Gaye III and Nona Marviss Gaye	Ronewed by by Brankle Control of the
3/6/1976 EP 351727 2005 6/23/1971 EP 293863 12/31/1998 2000 12/28/1971 EP 293863 12/31/1998 2000 2/13/1963 EU 757667 12/16/1991 1992	. FALSE WORDS	12/1/1965	BP 211610	4/29/1993	1994	Jobete Music Co., Inc. Renewed by by Frankie Gaye, Me Also renewed by Pay Hale and George Gordy (RE 634-605	gryin Gaye III and Mona Gaye (1); on 10/25/93)
6/23/1971	BEEL ALL HY LOVE INSIDE	3/6/1976	東 351727		2005	Jobete Music Company	
12/28/1971 BP 293863 12/31/1998 2000 2/13/1963 EU 757667 12/16/1991 1992	-PLYIN' HIGH (IN INE PRIENDLY SKY)	6/23/1971	82 288195	12/31/1998	2000		
2/13/1963 BU 757667 12/16/1991 1992	-FIXIN' HICH (IN THE FRIENDLY SKY)	12/28/1971		12/31/1998	2000	Jobete Music Co., Inc. (Additional words and susic).	Renewed by Anna Gaye
Page 3	CET HINDS ON SOME LOVING	2/13/1963	BU 757667	12/16/1991	1992	Jobets Music Co., Inc. (Renawad by Frankie Christian Marvisa Gaye. Also renewed by Milliam Stevenson (RE)	Gaye, Harvin Gaye III and None 529-515 on 4/8/91)
Page A-2	63			*		Section 1	Windows Company of the Company of th
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SCHEDULE A The Subject Compositions

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N.		Copyright	•	Renewal		
Song	(C) DATE	Registration Number	Renewal Date	Starts Jan 1st	Copyright and Renewal Claimants & Notes	
cod is love	2/6/1973	BP 311519	12/31/1998	2002	Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) Changes in tempo, words and music. Previously published on 12/21/70 Renewed by Anna Gaye	New Battor:
GOD IS LOVES/16/2001 LOVING	12/21/1970	BP 281236	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	
GOT TO GIVE IT UP, PT, 1-2	3/10/1977	BP 366530		2006	Jobete Music Co., Inc.	2
HEAD OVER HEELS IN LOVE WITH YOU, BABY	1/15/1967	BP 226941	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Prankie Gaye, Harvin Gaye III and None Gaye. Ale renewed by John Bristol, Harvey Fugua and Thomas Remp (RE 696-680 on 3/1/95)	d None Gaye. Ale
HEY, DIDDLE DIDDLE	4/1/1966	BP 215590	3/21/1994	1995	D. Jobets, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. by John Bristol and Marvey Puqua (RE 677-842 on 10/21/94)	Also T
ALTCH HINE	12/26/1962	BU 750856	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye Marvisa Gaye. Also renewed by Clarence Paul and Milliam Steyenson (RE 6/25/90)	tys III and Rona (As 444-188 on 127)
MITCH MING	3/1/1963	BP 172740	4/8/1991	1992	Jobete Music Co., Inc. Renewed by Clarence Paul and Milliam Stevenson	5
1 Can't help but love you	1/15/1968	BP 241008	3/3/1396	1997	Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp	
l here the brils	6/15/1967	EP 232612	2/30/1995	1996	Jobete Husic Co., Inc. Renewed by Frankia days, Harvin Gays III and Nona Gays renewed by Clarence Paul, Stanley Ossman and Raymons Liles (RE 697746 on 1/1/9	Nona Gaye. 3 11-87
I LOVE NOT	2/1/1967	ZP 227721	3/30/1995	1996	Jobete Rusic Co., Inc. Remayed by Frankie Gays, Harvin Gays III and N renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 2/1/95).	d Norsa Gaya. Ala
I LOVE YOU SECRETLY	1/29/1973	SP 316103		2002	Jobets Music Co., Inc.	
X WANT TO COME HOME FOR CHRISTMAS	12/4/1972	RP 306137	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye Marvisa Gaye an Forest Hairston	
L'12 hever do that again	8/7/1961	BU 682359	10/16/1989	1590	Birdsong Pub. Co. Renewed by Marvey Puqua, Robert White and James Myx	The state of the s
LITE WAIT FOR YOU	1/16/1970	BP 267754	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Charles Edward Leskey	
IF I SHOULD DIN TONICHI	8/24/1973	BP 317244		2002	Jobete Music Co., Inc. and Chezzitown Music Company, Inc.	The same
If this world were mine	5/1/1967	RP 230953	1/30/1995	1996	Jobete Busic Co., Inc. Referred by Frankis Gays, Marvin Gays III and Nona Gays.	d None Gaye

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SCREDULE A

-		Copyright		Renewal	
		Registration	Renewal	Starts	
guog	(C) DATE	Wumber	Date	Jan 1st	Copyright and Renewal Claimants & Notes
. IP THIS WORLD WERB MINE	3/18/1968	BP 243265	1/3/1996	1997	Jobete Music Co., Inc. New matter: arxxangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire
IP THIS WORLD WERE HINE	2/14/1973	KP 314567		2002	Jobete Nusic Co., Inc. New matter: melodic variations and lyric changes
IP YOUR LOVE BELONGED TO KE	£961/£/5	gu 769773	6/25/1991	1992	Birdsong Pub. Co. Renewed by Robert White and James Myx
Tinner city blues (Make he Wanna Holler)	1/6/1971	EP 287807	12/31/1996	2000	Jobete Music Co., Inc. Renewed by James Myx, Jr.
INNER CITY BLUES 5/16/2001WANNA HOLLER)	11/1/1971	BP 293174	12/31/1998	2000	Jobete Rusic Co., Inc. Rew matter: arrangement, Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire
IT BORT HE TOO	7/20/1962	BU 728604	11/23/1990	1991	Jobete Husic Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gaye III and None. Marvisa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90)
IT BURT HE TOO	7/30/1962	BU 729916	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Nons. Marviss Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on. 11/13/90)
II'S GOT TO HE LOVE	9/1/1965	&P 207202	3/21/1294	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and None Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93)
II'S NOW OR NEVER	4/1/1966	EP 216680	3/21/1994	1995	Detroit Jobete, Inc. Renewed by Francie Gaye, Marvin Gaye III and Mona Gaye
がたり	6/3/1974	BP 326535		2003	Jobete Music Co., Inc.
KEEP GETTIN' IT ON	8/24/1973	BP 317252	17.	2002	Jobete Music Co., Inc. and Cherritown Music Company, Inc.
LATIN REACTION	9/1/1977	数型 375435		2006	Jobete Music Co., Inc.
Lipp is a gamble	12/19/1972	EP 307207		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.
LIVING DREAM CALLED A GIRL, A	2/1/1965	BP 198497	3/21/1994	1994	Jobete Husic Co., Inc. Renewed by Prankie Gaye, Harvin Gaye III and Mona Gaye. Also renewed by Harold Edwards, Erian Holland and William Stavenson (RE 634-942 on, 10/25/91)
HALK THENE PROM TROUBLE HAN	, 12/21/21	8P 30720S		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Maxmer/Chappell, Inc.

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SCHEDULE A

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~4		Copyright		Reneval		
•	STACE (1)	Registration Number	Renewal Date	Starts Jan 1st	Copyright and Renewal Claimants & Notes	
buon	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
waln thems pron trouble han	12/26/1972	EP 309814	•	2001	Jobete Busic Co., Inc. and Twentieth Century Music Coxp. New matter: strings and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Busic, Inc.	atrings added
Hercy Hercy he (The Boology)	7/19/1971	RP 288939	1/3/2000	2000	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Noma	and None III
MERCY HERCY HE (THE BCDLOGY)	8/21/1971	BP 292717	12/31/1998	2000	Jobete Husic Co., Inc. (arrangement by Johnny Dentato) Ranewed by Jobete Music Company, Inc.	- Music
HY TWO ARMS MINUS YOU SQUALS TEARS	2/20/1963	BU 758946	12/16/1991	1992	Gaye on (RE	529-520 on
MEED YOUR LOVIN' (WANT YOU BACK)	11/1/1964	82 194258	10/30/1992	1993	Jobste Husic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. renewed by Clarence Paul (RE 601-359 on 12/16/92)	Gays. Also
PLEASE DON'T STAY (CHCB YOU GO AWAY)	8/24/1973	BP 317253		2002	Jobets Music Co., Inc. and Chexritown Music Company, Inc.	
POOR ABBIT WALSH	12/19/1972	30000E 48		2001	Jobets Husic Co., Inc. and Twentisth Century Nusic Corp.	
-PREITY LITTLE BAST	6/1/1965	BP 203453	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Prankis Gaye, Harvin Gaye III and Mons renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93)	A. A
PRIDE AND JOX	2/13/1963	BU 757653	12/16/1991	1992	Jobete Husic Co., Inc. Reneved by Frankie Christian Gays, Marvin Gaye III and Hons Marviss Gaye. Also reneved by Norman Whitfield and William Stevenson (RE 526-539 or 2/11/91)	ELI and Hona. P. R. S.
-Right Off	1/1/1971	RP 290456	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Barl Deroven	
SAVE THE CHILDREN	7/6/1971	BP 287806	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Renaldo Banson	The second secon
SINCE I HAD YOU	3/6/1976	BP 351728		2002	Jobete Music Co., Inc.	
.80 LET THEM LAUGH (AT ME)	5/1/1965	RP 202250	4/29/1993	1994	Jobete Music Co., Inc. Resewed by Frenkie Gaye, Marvin Gaye III and None resewed by Clarence Paul (RE 634-661 on 10/25/93)	na Gaye. Alsc
SOOM I'LL BE LOVING YOU	5/3/1976	BP 352784		2002	Jobete Music Co., Inc.	

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5/22/2001

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SCHEDULE A

			7.00	200	
		Copyright	,	Renewal	
,	(C) DATE	Registration Number	Renewal Date	Starts Jan 1st	Copyright and Renewal Claimants & Notes
COMO TIOS	11/23/1962	NU 746203	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Nona Marvisa Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/13/90)
SIEFFING CLASSER TO YOUR HEART	10/1/1964	京で 19405年	10/30/1892	1993	Jobete Music Co., Inc. Renewed by Frankie Gaye, Harvin Gaye III and Mona Gaye. Als renewed by Harvey Fugua (RE 601-354 on 12/16/92)
STUBBORN KIND OF PELLOW	8/6/1962	80 730762	11/23/1990	1991	Jobete Rusic Co., Inc. Renewed by Frankis Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye. Also renewed by Milliam Stevenson and George Gordy (RE 484-183 on 6/25/90)
MOTIFICATION OF PETITON	4/9/1974	NP 330077		2003	Jobete Music Co., Inc. New matter: revised malody in blues setting
	12/19/1972	EP 307196		2001	Jobete Music Co., Inc. and Twentieth Century Music Coxp.
T STAIDS FOR TROUBLE	12/19/1972	BP 307194	1/3/2000	2007	Jobete Music Co., Inc. and Twentisth Century Music Corp. Renewed by Frankie Christicaye, Rarvin Gaye III and Mons Narviss Gaye
THERE FROM INCUSAGE MAN	2/22/22	gp 307203		2001	Jobeta Music Co., Inc. and Iventieth Century Music Corp. Per 11/14/00 Thomson and Ihomson report, there is an in-process reneval application, which was filed by Marner/Chappell, Inc.
5	12/19/1972	KP 309667		2001	
THERE GOES IN. 1	12/19/1972	BP 307204		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc.
TROUBLE MAN	12/20/1972	88 319580	1/3/2000	2001	Jobete Music Co., Inc. and Twantisth Century Music Corp. Hew matters arrangements. Renewed by EMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire
TROUGHT WAN	9/3/1974	RP 329340		2003	., .,
we raw maxed II. SARY	6/16/1970	RP 273951	1/2/1998	1999	Jobete Music Co., Inc. Renewed by James Myx
THE SHITCH STATES	12/21/1970	RP 26123\$	1/2/1998	1599	Jobete Music Co., Inc. Renewed by Renaldo Benson
WENT'S GOING ON?	8/12/1971	BP 269520	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Renaldo Benson.

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SCHEDULE A The Subject Compositions

Copyright and Renewal Claimants & Notes	o., inc. Previously p	Jobete Music Co., Inc. Previously published 12/21/70; EP 281238 and 8/12/71; BP 289510. Renewed by Frankie Christian Gaye, Marvin Gaye III and Wona Marvisa Gaye at Reneldo Benson	Jobete Busic Co., Inc. New matter: instrumental vermion. Renewed by Frankia Christins Gaye (sic), Marvin Gaye III and Nona Marvisa Gaye and Ranaldo Benson	Jobete Husic Co., Inc. Renewed by James Myx, Jr.	Jobete Busic Co., Inc. Renewed by Anna Gaye and Elgie Stover	Jobste Husic Co., Inc. Renewed by Frankie Christian Geys, Marvin Gaye III and Nona Harvisa Gaye. Also renewed by Norman Whitfield (RE 525-343 on 2/11/91)	Puqua Pub. Co. Renewed by Frankie Christian Geye, Marvin Gaye IXI and Mona Harvisa Gaye and Hel Kanar and Harvey Puqua	Jobete Mueic Co., Inc. Renewed by Renaldo Beneon	Jobete Music Co., Inc.	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Marvies Gaye and Kenneth Stover	Jobete Music Co., Inc. Remayed by Ivy Hunter, Elgia Stovar, Martin Gays and Anna Ga
Renewal Starts Jan 18t	2000	2001	2001	2000	1997	1992	1991	2000	2002	2001	1998
Renewal Date	12/31/1998	1/3/2000	1/3/2000	12/31/1998	1/3/1996	12/16/1991	11/23/1990	12/31/1998		1/3/2000	1/3/1997
Copyright Registration Number	BP 314122	PREER AM	8P 320331	BP 287719	BP 248233	RU 753369	BU 708871	BP 287291	BP 317264	ZP 299080	BP 25446
(C) DATE	12/20/1971	12/27/1972	12/28/1972	6/16/1971	1/15/1968	1/16/1963	3/1/1962	6/15/1971	8/27/1973	4/1/1972	1/15/1969
			į, i								
. Buos	WHAT'S GOING ON?	- MHAT'S GOING ON?	MHAT'S GOING ON?	-MRAT'S HAPPENING, BROTHBR?	WEN YOU ARE AVALLABLE	- WHERE RVER I LAY MY HAT	-HHISTLING ABOUT YOU	MOLLY HOLF	-TOU SORE LOVE TO BALL	YOU'RE THE HAN PT. 2	YOU'RE THE CHE

### EXHIBIT G-2

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LIBRARY
OF
CONGRESS

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#### THE PULLMAN GROUP, LLC

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info⊕pullmanco.com
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Sccuricizing the Future™



JAM 16, 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley Bovina Music Inc. C/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560 Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing

Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Bovina Music Inc., ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- 1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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Engagement between Pullman and Bovina Music, Inc. Page 2

- Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):
- (a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share (the "Assets").
- (b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.
- (c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.
- (d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and oversceing investors' due diligence review.
- (c) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.
- Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:
- (a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.
- (b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.
- (c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.
- (d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.
- (e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

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Engagement between Pullman and Bovina Music, Inc. Page 3

- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.
- (g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.
  - 5. Compensation to Pullman.
- (a) As compensation for Pullman's performance of the Scrvices, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold.
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

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Engagement between Pullman and Bovina Music, Inc. Page 4

- (iv) With respect to S(c)(i) and S(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees of Pullman or out-of-pocket expenses, interest, and third-party expenses incurred by Pullman related to performance of the Services.
- 6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.
- 7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.
- 8. <u>Breach</u>. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.
- 9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.
- 10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.
- 11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman.

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Engagement between Pullman and Bovina Music, Inc. Page 5

Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

- 12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken. Owner designates Dennis Kennedy as its Authorized Representative(s) in connection with the Engagement and the Transactions and warrants that its Authorized Representative(s) is duly authorized to act on its behalf, including as to all matters on which Pullman may seek approval or authorization. Owner shall give prompt notice to Pullman in the event that an individual named herein ceases to be authorized or if any other individuals are designated Authorized Representatives during the Engagement Period.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Puliman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. <u>Modifications</u>. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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Engagement between Pullman and Bovina Music, Inc. Page 6

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Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

> Very truly yours, The Pullman Group, LLC

ACCEPTED AND AGREED:

BOVINA MUSIC, INC.

BOVINA MUSIC, INC.

Title:

Date:

o copyright 1998-1999, The Pullman Group, LLC. All rights expressly reserved.

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# scarous h The Subject Compositions

		Copyright		Renewal	
Song	(C) DATE	Regiscracion	Date	Van 1et	Copyright and Renewal Claimants & Notes
Wie the Dance	3/6/1976	251283 251283		2005	Jobets Husic Company, Inc.
2 ALL IN THE PROMISE OF TOMORROW	10/1/1967	EP 236815	1/30/1995	1996	Jobets Music Company, Inc. Remewed by Nona Gaye, Frankis Gaye and Marvin Gaye 3rd.
Page	3/15/1965	EP 200058	4/29/1993	1994	Jobets Music Co., Inc. (In notice: Jobetts Music Co., Inc.) Renewed by Mona Gays
8/20 ser (1 pomb Love)	10/15/1967 I	EP 237828	1/30/1995	1996	Jobets Music Co., Inc. Renewed by None Gays, Frankie Gays and Marvin Gays 3rd, renewed by Elgis Stover and Anna Gays (RE 697-612 on 3/1/95)
09/0	5/22/1969	EP 259278	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Juna Gaye and Marvin Gaye
O C PRODUCTIONS LOVE	10/6/1970 1	SP 278006	1/2/1998	1999	Jobeta Music Co., Inc. Renewed by Anna Gaye
BAST, YOU SURE THREEL. ME	9/1/1965	RP 207307	3/21/1994	1994	Jobete Numic Co., Inc. Renewed by Nona Gaye, Frankis Gays and Harvin Gays.
WILVE	12/7/1970	BP 261633	1/2/1998	1999	Jobete Music Co., Inc. New matter: Spanish translation: Renewed by Jobeta Music Company, Inc. as proprietor in a work made for hire.
U. BECAUSE OUR LOVE IS REAL	6/26/1961 🕾 1	BU 676601	8/31/1989	1990	Puqua Pub. Co. Renewed by Fuqua, Robert White, James Nyx and Marvin Gaye
D 3EBCHWOOD 4-5789	6/25/1962	<u>\$0</u> 725360	11/23/1990	1991	Jobets Music Co., Ind. Renewed by Frankis Christian Gaye, Marvin Gaye III and Mona, Marvisa Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90)
BELLS, THE	8/1/1968	BP 248432	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stovar
3-G BRILLS, THE	1/16/1970	SP 267749	3/26/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye
729 BRILLA, THE	4/14/1970	EP 277653		1999	Jobete Munic Co., Inc.
	12/19/1972	2P 307195	1/3/2000	2001	Jobete Music Co., Inc. and Twentisth Cantury Music Corp. Remewed by Frankle Christ.  Gaye, Marvin Gaye III and Norm Marvisa Gaye
Se 1:2	1/15/1967	5P 126940	1/30/1995	1996	Jobete Husic Co., Inc. Renewed by Marvin Gaye III and Nona Harvina Gaye. Also renew by Elgie Stover and Anna Gaye (RE 696-879 on 3/1/95)
Cariazios in the city	12/13/1972	EP 304329	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona-Marvisa Gaye 3
CLEO'S APARTMENT	12/19/1972	EP 307201		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.
5/22/2003				Page A-1	The second secon
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# V3476 D689 Page 8

# gcamura A

Reparkit Renewal Starts Date Renewal Copyright and Renewal Claimants & Notes Number Date 2011 1st Copyright and Renewal Claimants & Notes Rumber Date Date Date Date Copyright and Renewal Claimants & Notes Rumber Date Date Date Rusic Co., Inc. Renewed by Frankis Christian Gaye, Marvin Gaye Gaye. Also renewed by William Stevenson and Lamont Doriec (ER 496-976 PP 249557 1/3/1995 1997 Sobste Music Co., Inc. Renewed by Frankis Cays, Marvin Gaye III and Renewed by William Stevenson (RE 601-283 on 12/16/22)  EV 941286 10/28/1994 1995 Sobste Music Co., Inc. Renewed by Trankis Cays, Marvin Gaye III and Renewed by William Stevenson (RE 601-283 on 12/16/22)  EV 941286 10/28/1994 1995 Sobste Music Co., Inc. May matter: Prench translation. Fraviously in 190590 on 7/15/64. Renewed by Tobste Music Copy, Inc. as a propurise made for hire.  EV 201266 12/21/1994 2000 Sobste Music Co., Inc. May matter: some revisions and added lyrics are revision. Fraviously published on 9/25/71, EV 291366 Prenched by William Stevenson (RE 614-674 on 10/25/93)  EV 20216 4/29/1993 1994 Sobste Music Co., Inc. Renewed by Frankis Caye, Marvin Gaye III and Renewed by Drankis Caye, Marvin Gaye III and Renewed By D	1	10 Song (c) DATE	O COME GET TO THIS 2/14/1973	CONSTR 4/12/1962	Pacoust of Common Plea 9/2/1968	O DANCING IN THE STREET 7/15/1964	9/11/1966 9/11/1966	ileď	DEEP IN IT 12/19/1972	1 DISTANT LOVER 9/25/1971	UMC-DISTANT LOVER 8/27/1973	D -DON'T CRY POR MB 10/1/1965	DON'T MESS WITH PR. T	_	729 FALSE WORDS	FALSE WORDS  YEST, MIL MY LOVE INSIDE	PALSE WARDS  YERL ALL MY LOVE INSIDE  PLYIN' HIGH (IN THE PRIENDLY SKY)	PALSE WORDS  PET ALL NY LOVE INSIDE  PLYIN' SIGH (IN THE PRIENDLY SKY)  PLYIN' SIGH (IN THE PRIENDLY SKY)
Renewal Starts S	opyright		9 315837						P 307206		F 323322			BP 211610	EP 351727	EP 268195		SP 293863
Copyright and Reneval Claimants & Motes  ic Co., Inc.  Ranewed by Frankie Christian Gaye, Rarvin Gaye o renewed by William Stevenson and Lamont Dozier (EE 496-976 or Co., Inc.  Renewed by Anna Gaye and Elgie Stover ic Co., Inc.  Renewed by Frankis Caye, Marvin Gaye III and Me William Stevenson (RE 601-283 on 12/16/92)  ic Co., Inc.  Renewed by Jobete Music Company, Inc. as a propries irc.  ic Co., Inc.  Renewed by Sandra Greene ic Co., Inc.  Renewed by Sandra Greene ic Co., Inc.  Renewed by Frankie Gaye, Marvin Gaye III and Me praviously published on 9/25/71, RF 291366 ic Co., Inc.  Renewed by Frankie Gaye, Marvin Gaye III and ic Co., Inc.  Renewed by Frankie Gaye, Marvin Gaye III and ded by Pay Hale and George Gordy (RE 614-605 on 10/25/93) ic Company ic Co., Inc.  Renewed by Anna Gaye ic Co., Inc.  Renewed by Prankie Gaye, Marvin Gaye III and ded by Pay Hale and George Gordy (RE 614-605 on 10/25/93) ic Company																		12/31/1998
Copyright and Reneval Claimants & Motes  ic Co., Inc.  Renewed by Frankie Christian Gaye, Marvin Gaye o renewed by William Stevenson and Lamont Dozier (EE 496-976 ic Co., Inc. Renewed by Anna Gaye and Elgie Stover ic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and M William Stevenson (RE 601-263 on 12/16/92) ic Co., Inc. Mew matter: French translation. Fraviously ric Co., Inc. and Twentieth Century Music Corp. ic Co., Inc. Mew matter: some revisions and added lyrics and Co., Inc. Mew matter: some revisions and added lyrics and Co., Inc. Renewed by Sandra Greene ic Co., Inc. Renewed by Frankie Gaye, Marrin Gaye III and M willie Farmer (RE 634-674 on 10/25/93) ic Co., Inc. and Twentieth Century Music Corp. Renewed by by Gaye, Marvin Gaye III and Mona Marviss Gaye, Marrin Gaye III and ic Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and ic Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and ic Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and ic Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and ic Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and ic Co., Inc. Renewed by Anna Gaye	Reneval	Starts Jan 1st	2002		1997	1993	1995		2001	2000	2002	1994	2001	1994	2005	2000	2000	
· 他们的人们的一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个		and Renewal		Also renewed by W	., Inc. Renewed		д: Н		., Inc.	., Inc. Renewed by S	., Inc. New matter: iously published on 9	., Inc.	., Inc. and Twentieth Century Husic Corp. Harvin Gaye III and Nona Harvisa Gaye	Pay Hai	Jobete Music Company	., Inc.		Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye

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12/20	
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Page A-3

			1	71/1/6	IP THIS WORLD WERE MINE
Jobete Music Co., Inc. Renewed by Frances and T.	1996	1/30/1995	RP 230953		
			BF 31744	B/24/1973	THE I SHOULD DIE TONICHT
Jobete Music Co., Inc. and Cherritown Music Company, Asset	2002			=	I the source
Cobern Music Co., Alive	1999	1/2/1998	製P 267754	1/16/1970	TOTAL STATE OF THE
8	9 1990	10/16/1989	EU 682359	8/7/1961	T'LL NEVER DO THAT AGAIN
Jobete Music Co., and, never no. 1	2001	1/3/2000	EP 306137	12/4/1972	T WANT TO COME HOME FOR CHRISTNAS
	2002		SP 310103	1/29/1973	I LOVE YOU SECRETLY
3	1996	1/30/1995	KP 227721	2/1/1967	I LOVE YOU
larence Pau	ţ	1/30/1555	EP 232612	6/15/1967	LIBE SHT SASH I.
Jobets Music Co., Inc. Renewed by Frankie Caye, Marvin Gaye XII and Mona Gaye, N.1. 1887.			:	1/15/194	I CAN'T HILP BUT LOVE YOU
Jobste Nusic Co., Inc. Renewed by Robert Gordy and Thomas Towner Co., Inc. Renewed by Robert Gordy and Thomas Towner Co., 100 100 100 100 100 100 100 100 100 10	1997	1/1/1996	29 24100 <b>3</b>		HITCH HIKE
Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson	1992	4/8/1991	BP 172740	2/1/263	
Jobste Music Co., Inc. Renewed by Frankis Christman way:  Harvisa Gaye. Also renewed by Clarence Paul and William Stevenson (RE 164-188 047-188)  6/25/90)	1991	11/23/1990	BU 750856	12/26/1962	- HIJCH KIKE
D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye 111 and 100 100 100 100 100 100 100 100 100 10	1995	3/21/1994	EP 215590	4/1/1966	O HEY, DIDOLE DIDOLE
Jobets Number 1977, and Thomas Kemp (RE 696-689 on 3/1/79) renewed by John Bristol, Harvey Fugua and Thomas Kemp (RE 696-689 on 3/1/79) renewed by John Bristol, Harvey Fugua and Thomas Kemp (RE 696-689 on 3/1/79)	1996	1/30/1995	EP 226941	1/15/1967	
Jobete Music Co., Inc.	2006		EP 366530	3/10/1977	
; 8	1999	1/2/1998	EP 281236	12/21/1970	OC THE LOWES/16/2001 LOWING
and music. Praviously published on 12/41/v	2002	12/31/1998,	SP 311519	2/6/1973	GOD IS LOVE
The Marie Co. Inc. (copyright date in notice: 1971 and 1973) New matter:	Jan 1st		Number	(C) DATE	Song Song
Convright and Renewal Claimants & Notes	Renewal Starts	Renewal	copyright Registration		<del>50</del> 0

# the Subject Compositions

	W 89 1 50	Registration Number 111265 RP 243265 RP 314567 RP 387807	This is the same of the same o	1 7	Gopyright and Renewal Claimants & Notes Jobets Music Co., Inc. New matter: arrangement. Renewed by Inc. as a proprietor in a work made for hire Jobets Music Co., Inc. New matter: melodic variations and ly Birdsong Pub. Co. Renewed by Robert White and James Nyx Jobets Music Co., Inc. Renewed by James Nyx, Jr.
anna Holler)		EP 287807	12/31/1998	2000	Inc.
	į.	BP 293174	12/31/1998	2000	Jobeta Music Co., Inc. Rew matter: arrange Inc. as a proprietor in a work made for hire
	7/20/1962	BU 728604	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona. Marvisa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90)
IT BURI NE TOO	7/30/1962	双 729916	11/23/1990	# @ #	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Marvise Gaye. Also renewed by William Stevenson and Edwards Wallace (RE 497-122 on 11/13/50)
A SADT BH OL JOB S.LI.	9/1/1965	8P 207202	3/21/1994	1994	Yobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. renewed by Clarence Paul (RE 634-511 on 10/25/93)
TY'S NOW OR NEVER	4/1/1966	BP 216680	3/21/1994	1995	Detroit Jobets, Inc.: Renswed by Frankis Gays, Harvin Gays III and Mona Gays
	6/3/1974	PP 326535		2003	Jobets Music Co., Inc.
P GSTIN' IT ON	8/24/1973	\$P 317252		2002	Jobete Music Co., Inc. and Charritown Music Company, Inc.
	9/1/1977	EP 175435		2006	Jobeta Music Co., Inc.
<b>.</b>	12/15/1972	SP 307207		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.
LED A GIRL, A	2/1/1965	EP 198497	3/21/1994	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Herold Edwards, Erian Holland and William Stavenson (RE 634-942 on
HAIN THEME FROM TROUBLE HAN	12/19/1972	87 J07205		1001	Jobets Music Co., Inc. and Twantieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc.

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# SCHEDULE A The Subject Compositions

A					
Jobete Music Co., Inc.	2005		MP 352784	5/3/1976	BOON I'LL BE LOVING YOU
Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye II, and Norm Gaye. A renewed by Clarence Paul (RE 634-661 on 10/25/93)	1994	4/29/1993	夏季 202250	5/1/1965	BO LET THEM LAUGH (AT ME)
Jobete Music Co., Inc.	2005		BP 351728	3/6/1976	SINCE I HAD YOU
Jobete Music Co., Inc. Renewed by Ranaldo Benson	2000	12/31/1998	BP 287806	7/6/1971	SAVE THE CHILDREN
Jobete Music Co., Inc. Renewed by Earl Deroven	2000	12/31/1998	EP 290456	7/7/1971	RIGHT ON
Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Northean Gaye. Also renewed by Norman Whitfield and William Stevenson (NB 526-289 2/11/91)	19 92	12/16/1991	BU 757653	2/13/1963	PRIDE AND JOY
Jobete Husic Co., Inc. Renewed by Frankis Gaye, Harvin Gaye III and None Gaye. As renewed by Clarence Paul and Dave Hamilton (RE 531-086 on 4/1/97)	1994	4/29/1993	RP 203453	6/1/1965	PRETTY LITTLE BABY
Jobete Music Co., Inc. and Twentieth Century Music Corp.	2001		90060E 4M	12/19/1972	PLANT WALES
Jobets Music Co., Inc. and Cherritown Nusic Company, Inc.	2002		SP 317253	8/24/1973	PLEASE DON'T STAY (ONCE YOU GO AWAY)
Jobets Music Co., Inc. Renswed by Frankie Gays, Marvin Gays III and Nona Gays. Al renswed by Clarence raul (NE 601-359 on 12/16/91)	1993	10/30/1992	39 19425B	11/1/1964	MEED YOUR LOVIN' (WANT YOU BACK)
Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mons Harvisa Gaye. Also renewed by Clarence Paul and Milliam Stevenson (RE 529-520 on 4/8/91)	1992	12/16/1991	BU 758946	2/20/1963	my two arms hings you equals tears
Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renswed by Jobete Music Company, Inc.	2000	12/31/1998	BP 292717	8/21/1971	MERCY MERCY ME (THE ECOLOGY)
Jobete Music Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gaye III and Non Marvica Gaye	2000	1/3/2000	10 10 10 10 10 10 10 10 10 10 10 10 10 1	7/19/1971	OCIONA MENCY ME (THE ECOLOGY)
Jobete Rusic Co., Inc. and Twentieth Century Music Corp. New matter: strings add and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc.			BP 109814	12/26/1972	HAIN THENS FROM TROUBLE KAN
Copyright and Renewal Claimants & Notes	Renewal Starts Jan 1st	Raneval Date	Copyright Registration Number	(c) DATE	Song

THREE FROM TROUBLE HAN

12/19/1972

EP 307203

12/19/1972

HP 307194

1/3/2000

12/19/1972

BP 307196 BP 330077

2001

4/9/1974

STUBBORN KIND OF FELLOW

KYM STEDOUL

12/19/1972

EP 307204

2001

2001

Warner/Chappell, Inc.

12/19/1972

RP 309007

TROUBLE NAN

12/20/1972

BP 319580

1/3/2000

TERRE GORS NR. T

AND BRIDD B. LING MULT'S GOING ON?

# V3476 D689 Page 12

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		Copyright		Keneval	
		Registration	Renewal	Starts	
and a second	(C) DATE	Humber	Date	Jan løt	Copyright and Renewal Claimants & Notes
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1	
SCOL BONGO	11/23/1962 80 746203	80 746203	11/23/1990, 1991	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/13/90)
STEPPING CLOSER TO YOUR HEART	10/1/1964 BP 194058	57 19405a	10/30/1992 1993	1993	Jobets Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Als renewed by Harvey Fugua (RE 601-354 on 12/16/92)
STUBBORN KIND OF PELLOW	8/6/1962	BU 730762	11/23/1990 1991	1991	Jobete Music Co., Inc. Renewed by Prankie Christian Gays, Harvin Gays III and Mona

Š Harvisa Gaye. Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90)

2003 Jobeta Music Co., Inc. New matter: revised melody in blues setting

Jobeta Music Co., Inc. and Twentieth Century Music Corp.

2001 2001 Thomson report, there is an in-process renewal application, which was filed by Jobete Husic Co., Inc. and Twentieth Century Humic Curp. Per 11/14/80 Thomson and Gaye, Marvin Gaye III and None Harvish Gaye Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christi.

Jobeta Music Co., Inc. and Twentisth Century Husic Corp.

Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process reneval application, which was filled by Thomson report, there is an in-process renewal application, which was filled by Warner/Chappell, Inc.

2001 Jobete Music Co., Inc. and Iwentieth Century Music Corp. New matter: arrangement. 2 Renewed by EMI Catalogue Partnership and Jobets Music Company, Inc. as proprietor in

2003 work made for hire

Jobete Music Co., Inc. and Twentieth Century Music Carp. (In motice: Jobete Music Co.) Company, Inc. and Twantieth Music Corporation). New matter: melodic changes

1999 Jobeta Nusic Co., Inc. Renewed by James Nyx NAME STREET

HE CAN HAVE IT, BABY

17/21/1970

EP 281236

1/2/1998

6/16/1970

BP 273951

1/2/1998

9/3/1974

至9 329340

8/12/1971

EP 219520

1999 Jobete Music Co., Inc. Renewed by Renaldo Benson

12/31/1998 200D Jobete Music Co., Inc. Renewed by Ranaldo Benson.

arte la comp

YOU'RE THE ONE

	Registration	copyright Renewal	
	Renewal		
Jan 160	Starte	Reneval	
Copyright and wantered creatment	The state of the s		

<b>-</b>		Copyright Registration	Renewal	Reneval Starts	
Song	(c) DATB	Number	Date	Jan 1st	
-MEDIT'S GOING ON?	12/20/1971	室 314122		2000	Jobeta Music Co., Inc. Previously published on 17/21/70; hr 281238. Remark by Renaldo Benson.
O MAT'S GOING ON?	12/27/1972	RP 323326	1/3/2000	2001	Jobete Nusic Co., Inc. Previously published 12/21/70; EP 281238 and 8/12/71; EP 289520. Renewed by Frankie Christian Gaye, Harvin Gaya III and Mona Marvisa Gaye ar Reneldo Benson
O MEAT'S GOING ON?	12/28/1972	EP 320331	1/3/2000	2001	Johete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvisa Gaye and Renaldo Benson
on any or a spreading. BROTHER?	6/16/1971	EP 287719	32/31/1998	2000	Jobeta Music Co., Inc. Renewed by James Nyx, Jr.
MIN YOU ARE AVAILABLE	7/15/1968	EP 248233	1/3/1996	1997	Jobets Music Co., Inc. Renewed by Anna Gays and Elgie Stover
WHERE EVER I LAY MY HAT	1/16/1963	BU 753369	12/16/1991	1992	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Harvin Gaye III and Nona Harvism Gaye. Also renewed by Morman Whitfield (RE 525-343 on 2/11/91)
HEISTLING ABOUT YOU	3/1/1962	BU 708871	11/23/1990	1991	Puqua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Harvisa Gaye and Mel Kanar and Harvey Puqua
MHOTTA HOLA	6/15/1971	EP 247291	12/31/1998 2000	2000	Jobete Music Co., Inc. Renewed by Renaldo Senson
TOU SURE LOVE TO BALL	8/27/1973	BP 317264		2002	Jobete Music Co., Inc.
YOU'RE THE MAN ET: 2	4/1/1972	EP 299080	1/3/2000	2001	Jobets Husic Co., Inc. Renewed by Frankis Christian Gays, Harvin Gays III and Mona Harvisa Gays and Kenneth Stover
TOU'RE THE ONE	1/15/1969	BP 25446	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgis Stover, Marvin Gays and Anna Ga

### EXHIBIT G-3

Copyright
Office
of the
United
States
THE
LIBRARY
OF
CONGRESS

### Certificate of Recordation

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DATE OF RECORDATION

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VOLUME

PAGE

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Marybeth Peters

Register of Copyrights and Associate Librarian for Copyright Services

> Certificate of Recordation C-762 March 2001—30,000

Fees are	effectiv	e thro	ugh	June	30,	2002.
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### RECEIVED

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#### To the Register of Copyrights:

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Please record the accompanying original document or copy thereof.

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The state of the s

O'Kelly Isley Estate

The Pullman Group, LLC dba The Pullman Group

Date of execution and/or effective date of the accompanying document

1999 July 23 (year)

B Other Engagement Letter

Completeness of document

- Document is complete by its own terms.
- ☐ Document is not complete. Record "as is."

Description of document ☐ Transfer of Copyright

- □ Security Interest
- ☐ Change of Name of Owner
- ☐ Termination of Transfer(s) [Section 304] □ Shareware
- ☐ Life, Identity, Death Statement [Section 302]
- ☐ Transfer of Mask Works

CONSIDER SOUTHERN LICENSES SEEDING SEE Title of first work as given in the document \_\_

5

After the Dance

Total number of titles

in document

Amount of fee calculated \$ 230.00

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Fee enclosed

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Deposit Account number ...

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W.53 CONTROL OF THE SECOND SECTION OF THE PROPERTY Affirmation: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a

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Signature

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Phone Number Fax Number

The

Certification: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature Pullman

Recordation will be malled inwindow envelops to this address:

Name V

Robert G. Roomian, Esq.

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P.O. Box 7111

City/State/ZiP▼

Alexandria, VA 22307

YOU MUST

Complete all necessary spaces
 Sign your Cover Sheet in Space 9

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Library of Congress, Copyright Office Documents Recordation Section, LM-462 101 Independence Avenue, S.E. Washington, D.C. 20559-6000

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Knowingly and willfully falsifying material facts on this form may result in criminal liability. 18 U.S.C.\$1001. June 1999 20,000

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JUN-15-2000 12:37 MWE P.12 ®

#### THE PULLMAN GROUP, LLC

1370 Avenue of the Americas
New York, NY 10019
212.750.0210 tel.
212.750.0464 fax
Info@pullmanco.com
www.pullmanco.com
Securitizing the Future



75 16 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

O'Kelly Isley Estate C/o Ron and Rudolph Isley Isley Brothers Management 10866 Wilshire Blvd., Suite 560 Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by O'Kelly Isley Estate, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- 1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.
  - 3. <u>Pullman's Services</u>. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee

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Engagement between Pullman and O'Kelly Isley Estate Page 2

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approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

- (a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share (the "Assets").
- (b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.
- (c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.
- (d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.
- (e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.
- 4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:
- (a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.
- (b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.
- (c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.
- (d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.
- (e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.
- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

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Engagement between Pullman and O'Kelly Isley Estate Page 3

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(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

#### 5. Compensation to Pullman.

- (a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof. Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

- (iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.
- 6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.
- 7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.
- 8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.
- 9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.
- 10. Non-circumvention. From the Commencement Date until three years after the Termination Date; Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Engagement between Pullman and O'Kelly Isley Estate Page 5

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

- 11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.
- 12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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Engagement between Pullman and O'Kelly Isley Estate Page 6

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Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours, The Pullman Group, LLC

Its: CGO

ACCEPTED AND AGREED:

O'KELLY ISLEY ESTATE

Ronald Isley, as executor for the O'Kelly Isley Estate

Title:

Date: (Commencement Date)

O'KELLY ISLEY ESTATE

Rudolph Isley, as executor for the O'Keily Isley Estate

Title:

Date: 7/23/99

(Commencement Date)

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		Converient		Renewal		
		Registration	Renewal	Starts	American Seneral Claimants & Motes	/ %
Song		Number	Date	Jan 1et		
ATTR THE DANCE	3/6/19/6	EP 351582	3.3	2005	Johate Music Company, Inc.	: :
. ALL IN THE PROHIES OF TONORROW	10/1/1967	BP 236815	1/30/1995	9661	Jobeta Music Company, Inc. Renewed by None Gaye, Frankie Gaye and Marvin Gaye Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95)	rvin Geye 3rd.
"ALL MY LIFE	3/15/1965	20005 48	4/29/1993	1661	Jobete Music Co., Inc. (In notice: Jobette Music Co., Inc.) Rensued Prankie Gays and Marvin Gays Jrd.	• -
AT LAST (I POWN LOVE)	10/15/1967	BP 237828	1/30/1995	1996	Jobete Music Co., Inc. Remared by Mona Gaye, Frankie Gaye and Maryin renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95)	Gaye 3xd. All
BAST, I'N FOR REAL	5/22/1969	BP 259278	1/3/1997	1998	Jobete Music Co., Inc. Renawed by Anna Gaye and Maxvin Gaye.	
BASI, II'S LOVE	10/6/1970	RP 278006	1/2/1998	1599	Jobets Music Co., Inc. Renewed by Anna Gaye	1000000000000000000000000000000000000
BASE, YOU SURE TERLIL! HE	9/1/1965	UP 207307	3/21/1994	1994	Jobete Music Co., Inc. Renaved by Nona Gaye, Prankie Gaye and Marvin.	Geve and
BAILANDO EN LA CALLE	0761/1/21	BP 261033	1/2/1998	1999	Ž.	Cobete Hustonia
BECAUSE OUR LOYE IS REAL	6/26/1961	EU 676601	8/31/1989	1990	Puqua Pub. Co. Renewed by Fugua, Robert White, James Myx and Harvin Gaye.	
68(5-7 GOOMINGER"	6/25/1962	BU 725360	11/23/1990	1991	Johata Music Co., Ind. Renewed by Frankie Christian Geys, Marvin Geys I Harvisa Geys. Also renewed by Milliam Stevenson (RE 484-181 on 6/25/90)	Political Rena Sol
PRILE, THE	8/1/1968	RP 248432	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover	
Brits, 198	1/16/1970	BP 267749	3/26/1998	1999	Jobeta Music Co., Inc. Renamed by Anna Gaye	
BRILS, THE	4/14/1970	BP 277653		1999	Jobete-Music Co., Inc.	A THE SECOND
BEEN IN POLICE SHOOT BIG, THE	12/19/1972	RP 307195	1/3/2000	2001	Jobets Music Co., Inc. and Twentheth Century Music Coxp. Renewed by Gaye, Marvin Gaye III and None Marviss Gays	
CHANGE WHAT YOU CAN	1/15/1967	BP 226940	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Marvin Gays III and Mona Harviss 6 by Elgie Stover and Anna Gays (RE 696-679 on 2/1/95)	Also retion
CRIBINAS IN THE CITY	12/13/1972	BP 308329	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Marvin Gaye III and None Warviss O	
CLEO'S APARTHENT	12/19/1972	EP 307201		2001	Jobete Husic Co., Inc. and Iventiath Century Music Corp.	

Page A-1

The Subject Compositions SCHEDULE A

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		Registration	Renewal	Starts		The state of the s
Buog	(c) DATE	Number	Date	Jan 18t	Copyright and Renewal Claimanca & Notes	C
COME GET TO THIS	2/14/1973	BP 315437		2002	Jobete Music Co., Inc.	ase
COMMILE	4/12/1962	8U 715087	11/23/1990	1991	Jobete Music Co., Inc. Renawed by Frankis Christian Gaye, Harvin Gaye III and Mona Gaye. Also renewed by William Stevenson and Lamont Dozier (RE 486-976 on 11/11/90).	
COUNT OF COMMON PLEA	9/2/1968	BP 249587	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Blgie Stovez	
DANCING IN THE STREET	7/15/1964	RP 190590	10/30/1992	1993	Jobets Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. renewed by William Stevenson (RE 601-283 on 12/16/92)	4
DANS TOUS LES PANS	6/13/1966	gu 941286	10/28/1994	1995	Jobete Music Co., Inc. New matter: French translation. FrevJouely 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a propri	
DERF IN II	12/19/1972	BP 307206		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.	OOCL
DISTRNT LOVER	9/25/1971	RP 291366	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Sandra Greeke	ımeı
DISTANT LOVER	8/27/1973	BP 323322		2002	Jobete Music Co., Inc. New matter: some revisions and added lyrics and losses in revision. Previously published on 9/25/71, EP 291366	
DON'T CRY POR ME	10/1/1965	gr 208216	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marrin Gaye III and Moua Gaye. Exenewed by Willie Paxmer (RE 614-674 on 10/25/93)	
DON'T MESS WITH MR. T	12/15/1972	BP 307200	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Christian Gaye, Marvin Gaye III and Nona Marvisa Gaye	
FALSE WORDS	12/1/1965	BP 211610	4/29/1993	1994	Jobete Music Co., Inc. Renewed by by Frankis Gaye, Marvin Gaye III and Mona Gaye, Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/93)	08/20
Per all ny love inside	3/6/1976	EP 351727		2002	Jobete Hunic Company	
PLYIN' HIGH (IN THE PRINNDLY SKY)	6/23/1971	20195 qu	B661/1E/21	2000	Jobete Music Co., Inc. Renewed by Anna Gaye	ge 4
FLYIN' HIGH (IN THE PRIENDLY SKY)	12/28/1971	RP 293863	12/31/1998	2000	Jobete Music Co., Inc. (Additional words and music). Renewed by Anna	3 of
GET MY HANDS ON SOME LOVING	2/13/1963	10 757667	12/16/1991	2661	Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Mone Marvise Gaye. Also renewed by William Stevenson (RE 529-519 on 4/8/91)	
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SCHEDULE A. The Subject Compositions

<b>9</b> 3)		Copyright Registration	Renewal	Reneval Starte	記載等の A To A T	
Priori	(c) DATE	Number	Date	Jan 1st	Copyright and Renewal Claimants & Notes	
COD IS LOVE	2/6/1973	2P 311519	12/31/1998	2002	Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) Wew metages in tempo, words and music. Previously published on 12/21/70 EP Renewed by Anna Gaye	New matters
GOD IS LOVES/16/2001 LOVING	12/21/1970	BP 281236	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	Å.
GOT TO GIVE IT UP, PT. 1-2	7/61/01/E	366530		2006	Johete Music Co., Inc.	
HEAD OVER HEELS IN LOVE WITH YOU, BABY	1/15/1967	BP 226941	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and None Gaye. Als renewed by John Bristol, Marvey Fuque and Thomas Kemp (RE 696-680 on 3/1/95)	A Gays. Als /95)
HEY, DIDOLE DIDOLS	4/1/1966	BP 215590	3/21/1994	1995	D. Jobete, Inc. Renewed by Frankis Gays, Harvin Gays III and Nona Gays. by John Bristol and Harvey Fugua (RE 677-842 on 10/21/94)	No.
HITCH HING	12/26/1962	BU 750456	11/23/1990	1991	Jobets Husic Co., Inc. Reneved by Frankie Christian Gays, Marvin Gaye, Harvins Gaye, Also renewed by Clarence Paul and Milliam Stevenson (RE 46/25/90)	20 20 20 20 20 20 20 20 20 20 20 20 20 2
HITCH BING	3/1/1963	BP 172740	4/8/1991	1992	Jobets Music Co., Inc. Renewed by Clarence Paul and William Stevenson	
I CAN'T HELP BUT LOVE YOU	1/15/1968	BP 241008	1/3/1936	1997	Johete Busic Co., Inc. Renewed by Robert Gordy and Thomas Kemp	
STING BHI WENT I	6/15/1967	EP 232612	1/30/1995	1996	Jobets Music Co., Inc. Renewed by Frankis Gays, Marwin Gays III and Mona Gays- xenewed by Clarence Paul, Stanley Oseman and Raymons Liles (FE 697-746 on 2/1/95	2/1/95)
I Love You	2/1/1967	RP 227721	3687/06/1	1996	Jobete Music Co., Inc. Remewed by Frankie Gaye, Harvin Gaye III and Mona Gaye renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95).	T T T T T T T T T T T T T T T T T T T
I LOVE YOU SECRETLY	1/29/1973	EP 310103		2002	Jobete Husic Co., Inc.	
I want to come home for christmas	12/4/1972	EP 306137	1/3/2000	2901	Jobete Husic Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gaye II Marviss Gaye an Forest Mairston	and bon III
I'LL NEVER DO THAT AGAIN	1961/4/8	BU 682359	10/16/1989	1990	Eirdsong Pub. Co. Renewed by Harvey Pugua, Robert Maite and James Myx.	を の の の の の の の の の の の の の
I'll malt for nou	1/16/1970	gp 267754	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Charles Sdvard Laskey	A STATE OF THE STA
IN I SHOOT DIE TONICHI	8/24/1973	BP 317244		2002	Jobete Music Co., Inc. and Charritown Music Company, Inc.	
IF THIS WORLD WERE MINE	5/1/1967	BP 230953	3/30/1995	1986	Jobeta Music Co., Inc. Remayed by Prankie Gaye, Marvin Gays III and None Gaye	a Gaye

SCREDULE A The Subject Compositions

•		Cooveight		Renewal	
Song	(C) DATE	Registration Number	Renewal	Starts Jan 1st	Copyright and Renewal Claimants & Notes
IP THIS WORLD WERE MINE	3/18/1968	#P 243265	1/3/1996	1997	Johnte Rusic Co., Inc. Mew matter: arrangement. Renewed by Johnte Music Company, Inc. as a proprietor in a work made for hixe
. IF THIS HORLD WERB HINE	2/14/1973	BP 314567		2002	Jobete Music Co., Inc. New matter: welodic variations and lyric changes
. IF YOUR LOVE BELONGED TO HE	5/3/1963	EL 7697 VB	1661/52/9	1992	Birdsong Pub. Co. Renewed by Robert White and James Myx
INNER CITY BLUZS (MAKE ME WANNA HOLLER)	1/6/1971	EP 287607	12/31/1996	2000	Jobete Rusin Co., Inc. Renewed by James Wyx, Jr.
INNER CITY BLUES 5/16/2001NANNA HOLLER)	11/1/11	BP 293174	8661/16/21	2000	Jobate Music Co., Inc. Hew matter: arrangement. Ranswed by Jobate Music Company, Inc. as a proprietor in a work made for hire
II BURT HE TOO	7/20/1962	BU 728604	11/23/1996	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona. Marvisa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RB 497-591 on 11/13/50)
IT BURT MB TOO	7/30/1962	BU 729516	11/23/1990	1991	Jobete Rusic Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Marvisa Gaye. Also renewed by William Stevenson and Ricardo Mallace (RR 497-122 on 11/13/90)
IT'S GOT TO HE LOVE	9/1/1965	89 207202	3/21/1994	1994	Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and None Gays. Also renewed by Clarence Paul (RE 634-511 on 10/25/93)
II'B NOW OR NEVER	4/1/1966	EP 216680	3/21/1994	1995	
NEC	6/3/1974	BP 326535		2003	Jobete Music Co., Inc.
Keep cettin' it on	8/24/1973	BP 317252		2002	Jobets Music Co., Inc. and Cherritown Music Company, Inc.
LATIR REACTION	11/1377	BP 375435		2006	Jobece Music Co., Inc.
LIFE IS A GAMBLE	12/19/1972	EP 307207		2001	Jobete Music Co., Inc. and Iventieth Century Music Corp.
LIVING DREAN CALLED A GIRL, A	2/1/1965	RF 198497	3/21/1994	1994	Jobete Music Co., Inc. Renawed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Alse renawed by Harold Edwards, Erian Holland and William Stevenson (RE 614-942 on 10/25/93)
HAIN THENR FROM TROUBLE HAN	12/19/1972	BP 307205		2001	Jobete Music Co., Inc. and Inentiath Century Music Corp. Per 11/14/80 Thomson and Tromson report, there is an in-process renewal application, which was filed by Parner/Chappell, Inc.

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Court	(C) DATE	Registration	Xeneval	Starts Jan 1st	Converight and Renewal Claimants & Motes	1
buos		1				
HALN THEMS FROM TROUBLE MAN	12/26/1972	MP 309f14	*	2001	Jobete Music Co., Inc. and Inventieth Century Nusic Coxp. New matter: strings and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc.	strings added is an c, Inc.
HERCY HERCY HE (THE BCOLOGY)	1/19/19/1	28 28 4 28 4 3 5 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1/3/2000	2000	Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Nona Marvira Gaye	and Hona
Mercy Mercy ar (the Boology)	8/21/1971	BP 292717	12/31/1998	2000	Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc.	=
hy tho arms minus you equals tears	2/20/1963	RU 758946	12/16/1991	1992	Jobets Music Co., Inc. Renawed by Frankis Christian Gays, Marvin Gays III and Mona. Marvisa Gays. Also renswed by Clarence Paul and Milliam Stevenson (RE 529-520 on 4/8/91)	nd None 520 cm
NEED YOUR LOVIN' (MANT YOU BACK)	11/1/11	86 194258	10/30/1992	1993	Jobete Music Co., Inc. Renewed by Frankis Gaye, Martin Gays III and Mona Gay renewed by Clarence Paul (RE 601-359 on 12/16/92)	7
PLEASE DON'T STAY (ONCE TOU GO AWAY)	8/24/1973	SP 317253		2002	Jobete Busic Co., Inc. and Chexritown Nusic Company, Inc.	
POOR ABBIT WALSH	12/19/1972	EP 309006		2001	Jobate Music Co., Inc. and Twentieth Century Music Corp.	A STATE OF THE STA
ANTE BILLIT ALLEGE	5981/1/9	BP 203453	4/29/1993	1994	Jobets Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye, renewed by Clarence Paul and Dave Hamilton (NE 631-086 on 4/1/93)	7
PRIDE AND JOY	2/13/1963	BU 757653	12/16/1991	1992	Jobete Husic Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gaye III and Mona Harvisa Gaye. Also renewed by Morman Whitfield and William Stevenson (NB 526-289 on 2/11/91)	200 pp. 100 pp
RICHT ON	1/61/1/1	BP 290456	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Barl Derovan	
save ter children	1/6/1971	EP 287806	12/31/1998	2000	Jobets Music Co., Inc. Renewed by Renaldo Sanson	
SINCE I HAD YOU	3/6/19/6	BP 351728		2005	Jobete Music Co., Inc.	
во дет тием дайон (ат не)	5/1/1365	BP 202250	4/29/1993	1994	Jobeta Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. renewed by Clarence Paul (RE 634-661 on 10/25/93)	tye. Alsc
soom i'll be loving you	5/2/1976	BP 352784		2002	Jobeta Music Co., Inc.	
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Buog	(C) DATE	Registration Number		Starte Jan 18t	Copyright and Reneval Claiments & Motes
DOM BOMGO	11/23/1962	BU 746203	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Harvisa Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/13/50)
SIEPPING CLOSER TO YOUR HEART	10/1/1964	BP 19405#	10/30/1992	1993	Jobate Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Als renewed by Barvey Fugua (RE 601-354 on 12/16/92)
STUBBORN KIND OF PELLOW	8/6/1962	第0 730762	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye. Also renewed by William Stevenson and George Gordy (NE 484-183 on 5/25/90)
ALDEDON'S KIND OF FELLOW	4/9/1974	RP 330077		2003	Jobete Music Co., Inc. New matter: revised melody in blues setting
T PLATS IT COOL	12/19/1972	BP 307196		2001	Jobete Music Co., Inc. and Iventieth Century Music Corp.
T STANDS FOR IROUBLE	12/19/1972	BP 307194	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christi. Gaye, Harvin Gaye III and Mona Marvisa Gaye
THEME FROM TROUBLE MAN	12/19/1972	EP 307263		2001	Jobate Music Co., Inc. and Twantieth Century Music Coxp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Marnex/Chappell, Inc.
THEFE GOES WE. T	12/19/1972	EP 309807		2001	Jobete Music Co., Inc. and Twentisth Century Music Corp.
TROUBLE KAN	12/19/1972	BP 307204		2001	6
Trouble Han	12/20/1972	RP 319580	1/3/2000	2801	Jobete Music Co., Inc. and Twentisth Century Music Corp. New matter: arrangement. Renewed by EMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor inwork made for hire
Trouble fan	9/3/1974	KP 329340		2003	. 8
WE CAN HANG IT, BABY	0/61/91/9	XP 273951	1/2/1996	1999	Jobete Music Co., Inc. Renewed by James Myx
MEAT'S GOING ON?	12/21/1970	FP 261236	1/2/1998	1999	Jobete Husic Co., Inc. Renewed by Renaldo Benson
WINC'S GOING ON?	8/12/1971	BP 289520	12/31/1998	2000	Jobete Music Co., Inc. Rensyed by Rensldo Benson.

SCHEDULE A The Subject Compositions

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Song		Muncher	Date	Jan 1st	Copyright and Renawal Cleimants & Notes	
Mean's going out	12/20/1971	BP 314122	12/31/1998	2000	Jobeta Music Co., Inc. Previously published on 12/21/70; EP 281238. Remewed by Renaldo Benson.	
WHAT'S GOING ON?	12/27/1972	EP 325326	1/3/2000	2001	Jobate Music Co., Inc. Previously published 12/21/70; EP 281238 and 8/12/71; EP 289520. Renewed by Frankis Christian Gaye, Marvin Gaye III and Mona Marviss Gaye at Renaldo Benson	
Maat's going on?	12/28/1972	BP 320331	1/3/2000	2001	Jobete Husic Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Mona Marvina Gaye and Renaldo Benson	
MAZ'S HAPPENING, BROTHER?	6/16/1973	BP 287719	12/31/1998	2000	Jobete Music Co., Inc. Renewed by James Nyx, Jr.	
WHEN YOU ARE AVAILABLE	7/15/1968	EP 24\$233	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gays and Elgis Stover	
HHER BYER I LAY HY HAT	1/16/1963	BU 753369	12/16/1991	1992	Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gaye III and Nona Marvisa Gays. Also renewed by Norman Whitfield (RE 525-343 on 2/11/91)	
HISTLING ABOUT YOU	3/1/1962	BU 708871	11/23/1990 1991	1991	Pugua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye and Hel Kanar and Harvey Pugua	20
MHOLLY HOLY	6/15/1971	EP 287291	12/31/1998	2000	Johate Music Co., Inc. Renaved by Renaldo Benson	3.6
TOO SUBE LOVE TO BALL	8/27/1973	BP 317264		2002	Jobete Music Co., Inc.	
200're the Han Pt. 2	2/21/1972	BP 299080	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye and Kenneth Stover	
YOU'RE THE CHE	1/15/1969	89 254446	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Ivy Runter, Elgie Stover, Narvin Gaye and Anna Ga	

# EXHIBIT G-4

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ŧ	T-Neck Records, Inc. The Pullman Group, LLC dba T	he Pullman Group	☑ Docum	eness of document nent is complete by its own terms. nent is not complete. Record "as is."
A	Description of document  Transfer of Copyright Security Interest Change of Name of Owner	☐ Termination of Trans ☐ Shareware ☐ Life, Identity, Death ☐ Transfer of Mask Wo	sfer(s) [Section 304] Statement [Section 302]	™ Other Engagement Letter
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1000	Amount of fee calculated Fee enclosed \$ 230.00	o V Order	Tee authorized to be Copyright Office Deposit Account numb	_
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212-750-0464 Fax Number

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THE PULLMAN GROUP, LLC V3476 D693

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www.pullmanco.com
Securitizing the Future\*



JAN 16. 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley T-Neck Records, Inc. C/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560 Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by T-Neck Records, Inc., ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- 1. <u>Engagement Period</u>. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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Engagement between Pullman and T-Neck Records, Inc. Page 2

- 3. <u>Pullman's Services</u>. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):
- (a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters and Record Royalties (the "Assets").
- (b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.
- (c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.
- (d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.
- (e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.
- 4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:
- (a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.
- (b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.
- (c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.
- (d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.
- (e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

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Engagement between Pullman and T-Neck Records, Inc. Page 3

- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.
- (g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

#### 5. Compensation to Pullman.

- (a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Engagement between Pullman and T-Neck Records, Inc. Page 4

Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

- (iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.
- 6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.
- 7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.
- 8. <u>Breach</u>. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.
- 9. <u>Indemnification</u>. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.
- 10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Engagement between Pullman and T-Neck Records, Inc. Page 5

Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

- 11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.
- 12. <u>Law and venue</u>. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. <u>Authority</u>. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. <u>Modifications</u>. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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Engagement between Pullman and T-Neck Records, Inc.

Page 6

respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours, The Pullman Group, LLC

its. CE

ACCEPTED AND AGREED:

T-NECK RECORDS, INC.

Rudolph Isle

Title:\_\_\_\_V

(Commencement Date)

Case 1:20-cv-07293-GHW Document 1-8 Filed 09/08/20 Page 58 of 110

V3476 D693 Page 7

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	The Subject Compositions	

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	1	Registration	Renewal	Starts		
Song	(C) DATE	Number	Darte	Jan 18t	Copyright and Replete to the second	
APTER THE DANCE	3/6/1976	EP 351592		2005	Jobete Music Company, Inc.	
all in the prohise of tohorrow	10/1/1967	EP 236815	1/30/1995	1996	Jobete Music Company, Inc. Renewed by None Gaye, Frankie Gaye and Marvin Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95).	in Gaye 3rd.
ALL NY LIFE	3/15/1965	850002 da	4/29/1993	1994	Jobete Music Co., Inc. (In notice: Jobette Music Co., Inc.) Renewed by Mona Prankie Gaye and Marvin Gaye 3rd.	May Mook yd
AT LAST (I FOUND LOVE)	10/15/1967	RP 237628	1/30/1995	1996	Jobete Music Co., Inc. Removed by Mona Gays, Frankie Gays and Marvin Gerenewed by Elgie Stover and Anna Gays (RE 697-612 on 1/1/95)	We 27d. 20
BABY, I'H FOR REAL	5/22/1969	BP 259278	1/3/1997	1998	Jobete Music Co., Inc. Renaved by Anna Gays and Marvin Gays.	
BAST, II'S LOVE	10/6/1970	900812 48	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	
SALL THE THE TARKE HE	9/1/1962	BP 207307	3/21/1994	1994	Maryla 9	Pag on
BAILANDO SW LA CALLE	32/7/2970	ZP 261033	1/2/1998	1399		Cooper Music Cooper
because our love is real	6/26/1961 BU 676601	RU 676601	8/31/1589	1990	Fugua Pub. Co. Remewed by Fugua, Robert White, James Nyx and Maryin Gay () () () () () () () () () () () () () (	***
BESCHWOOD 4-5789	6/25/1962	RU 725360	0661/EZ/11	1991	Jobate Music Co., Inc. Renewed by Frankie Christian Geye, Marvin Gaye, Marvins Gaye. Also renewed by William Stevenson (NE 484-181 on 6/25/90)	
FELLS, THE	8/1/1968	2p 246432	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Storer.	
BELLS, THE	1/16/1970	BP 267749	3/26/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	
BELLS, THE	4/14/1970	EP 277653		1999	Jobete Music Co., Inc.	
BREAK IN POLICE SHOOT BIG, THE	12/19/1972	361106 AM	1/3/2000	2001	Gobete Husic Co., Inc. and Twentieth Century Music Corp. Emeryed by Frankie Gaye, Narvin Gaye III and Mona Marvisa Gaye	
CIANGE WAT YOU CAN	1/15/1967	BP 226940	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Marvin daye IXI and Mona Maxvisa Gaye. by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95)	Also renew
Creshab in the city	12/13/1972	EP 308329	1/3/2006	2001	Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona-Marvina Gaye.	
CLEO'S APARTHEMT	12/19/1972	EP 307201		2001	Jobste Music Co., Inc. and Twentieth Century Music Corp.	

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Suos	(C) DATE	Number	Date	Jan 18t	• [	
STHE CH. LOT oney	2/14/1973	BP 315437	*	ņ	Jobete Busic Co., Inc.	
COMMIE	4/12/1962	W 715087	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III Gaye. Also renewed by William Stevenson and Lamont Dozier (RE 496-976 on 3	and Nona [1/13/90]
AELIG EXHIBITE PLEA	9/2/1968	BP 249587	1/3/1996	1997	Jobete Music Co., Inc. Renawed by Anna Gays and Elgis Stover	
DANCING IN THE STREET	7/15/1964	ZP 190590	10/30/1992	1993	Jobets Busic Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Prenewed by William Stevenson (RE 601-281 on 12/16/92)	0729
DANS TOOS LES PANS	9961/21/9	BD 941286	10/28/1994	1995	Jobets Music Co., Inc. New matter: French translation. Freviously registered 190590 on 7/15/64. Rebewed by Jobets Music Company, Inc. as a proprietor. In a made for hire.	3-GHW
TI AT above	12/19/1972	BP 307206		2001	Jobsta Music Co., Inc. and Iwentieth Century Music Corp.	ايو دورون
TOTAL TOTAL	9/25/1971	RP 291366	12/31/1998	2000		ume
DISTANT LOVER	8/27/1973	BP 323322		2002	Jobete Rusic Co., Inc. New matter: some revisions and added lyrace revision. Previously published on 9/25/71, EP 291366	ent 1
BH BOX AN T'NOG	10/1/1965	gp 208216	4/29/1993	1994	Jobeta Music Co., Inc. Renewed by Frankie Gaye, Harvin Gaye III and renewed by Willia Parmer (RE 614-674 on 10/25/93)	8 Fi
DON'T HEES WITH HR. T	12/19/1972	KP 307200	1/3/2000	2001	Jobete Music Co., Inc. and Twantieth Century Music Corp. Renewed by Christian Gaye, Marvin Gaye III and None Marvies Gaye	led 09
PALSE WORDS	12/1/1965	BP 211610	4/29/1993	1994	Jobets Music Co., Inc. Renawed by Brankie Gaye, Marvin Gaye III and Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/93)	0/08/20
SOLENI COOL ON The second	3/6/19/6	EP 351727		2005	Jobete Music Company	
PEEL ALL HICK (IN THE PRINKELY SKY)	6/23/1971	EP 288195	12/31/1998	2000	Jobete Music Co. Inc. Renswed by Juna Gays	
FLILE FLOOR (IN THE FRIBNDLY SKY)	12/28/1971	BP 293863	12/31/1998	2000	Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye	
GET MY HANDS ON SOME LOVING	2/13/1963	199151 08	12/16/1991	1992	Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Monte Marvisa Gaye. Also renewed by Milliam Stevenson (RE 529-519 on 4/6/91)	of 11
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•		Copyright		Renewal		
Boog	(C) DATE	Registration Number	Renewal Date	Starts Jan 1st	Copyright and Renewal Claimants & Notes	Ving g
god is Love	2/6/1973		12/31/1998	3003	Jobsta Music Co., Inc. (copyright date in notice: 1971 and 1973) Mear my changes in tempo, words and music. Previously published on 12/21/70 EP. Renewed by Anna Gaye	Mean mattern: BP 261236.
COD IS TORES/16/1001 ICOLING	12/21/1970	BP 281236	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	
GOT TO GIVE IT UP, PT. 1-2	7/61/01/5	EP 366530		2006	Jobete Music Co., Inc.	*
HEAD OVER HEELS IN LOVE WITH YOU, BABY	1/15/1967	EP 226941	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Harvin Gaye III and None Geye. Ale renewed by John Bristol, Harvey Fuque and Thomas Kemp (RE 696-680 on 3/1/95)	_ <u>S</u> .
HEY, DIDDLE DIDDLE	4/1/1966	BP 215590	3/21/1994	1995	D. Jobete, Inc. Renewed by Frankie Gaye, Harvin Gaye III and Nona Gaye. by John Bristol and Harvey Pugua (RE 677-842 on 10/21/94)	Mae zaneu
HITCH HIGH	12/26/1962	BU 750856	11/23/1990	1991	Jobete Music Co., Inc. Renswed by Frankie Christian Gays, Marvin Gaye II Marvies Gaye. Also renewed by Clarence Paul and William Stevenson (RS 4s 6/25/90)	II and Rosa 144-188 on 1
MITCH HIKE	3/1/1963	BP 172740	4/8/1991	1992	Jobete Music Co., Inc. Renewed by Clarence Paul and Hilliam Stevenson.	
I CAN'T HELP BUT LOVE YOU	1/15/1968	BP 241008	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp	
I Hear the ablica	6/15/1967	BP 232612	1/30/1995	1996	Jobete Husic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Bona Gaye renewed by Clarence Paul, Stanley Oseman and Raymons Liles (RE 697-746 on 2/1)	2/1/95) **
lov svol I	2/1/1967	BP 227721	1/30/1995	1996	Jobete Husic Co., Inc. Remewed by Frankis Gaye, Barvin Gaye III and Nona renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95).	Sec.
I LOVE YOU SECRETLY	1/29/1973	BP 310103		2002	Jobete Husic Co., Inc.	
I WANT TO COME HOME FOR CHRISTMAS	12/4/1972	EP 306137	1/3/2000	2001	Jobete Music Co., Inc. Renawed by Frankie Christian Gaye, Marvin Gaye III Marvisa Gaye an Forest Hairaton	<b>a</b>
I'LL NEVER DO THAT AGAIN	1961/1/8	#U 682359	10/16/1989	1990	Birdsong Pub. Co. Renewed by Harvey Puqua, Robert White and James Myx	
I'M, MAIT FOR YOU	1/16/1970	BP 267754	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Charles Edward Laskey	
THOUSE ET GLOOR, I "II	8/24/1973	BP 317244		2002	Jobete Music Co., Inc. and Cherritown Music Company, Inc.	
If this world were mine	2/1/1967	ZP 230953	1/30/1995	1996	Jobete Husic Co., Inc. Referred by Frankis Gays, Marvin Gays III and None Gays	oaye

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10		Copyright Redistration	Renewal	Starts	
Beng	(c) DATE	Number	Date	Jan 1st	Copyright and Renewal Cladmants & Notes
IP THIS WORLD WERE MINE	3/18/1968	RP 243265	1/3/1996	1997	
IP THIS WORLD WERE MINE	2/14/1973	BP 314567		2002	Jobete Music Co., Inc. New matter: melodic variations and lyric changes
IF YOUR LOVE BELLONGED TO HE	5/3/1963	EL 7697 VA	6/25/1991	1992	Birdsong Pub. Co. Renewed by Robert White and James Nyx
INNER CITY BLUES (HAKE NE WANNA HOLLER) 7/6/1971	1/6/1971	EP 247407	12/31/1998	2000	Jobate Music Co., Inc. Remewed by James Myx, Jr.
INNER CITY BLUES 5/16/2001WARRA HOLLER)	17/1/11	BP 293174	12/31/1998	2000	Jobete Music Co., Inc. Hew matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire
IT HURT HE TOO	7/20/1962	EU 728604	11/23/1996	1661	Jobete Husic Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gays III and Mona Marvisa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90)
LT HURT ME TOO	7/30/1962	BU 729916	0861/23/11	1961	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mons Harvies Gaye. Also renewed by Milliam Stevenson and Ricardo Mallace (RE 497-122 on 11/13/90)
YY'S 607 TO HE LOVE	9/1/1965	RP 207202	3/21/1994	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and None Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93)
LT'S NOW OR NEVER	4/1/1966	BP 216680	3/21/1994	1995	Detroit Jobets, Inc. Renewed by Frankie Gays, Marvin Gays III and Mons Gays
NCC	6/3/1974	EP 326535		2003	Gobete Music Co., Inc.
Keep gettin' it on	8/24/1973	BP 317252		2002	**
IATIH REACTION	5/1/1977	EP 375435		2005	Jobete Music Co., Inc.
ILPE IS A GARLE	12/19/1972	EP 307207		2007	Jobete Music Co., Inc. and Twentieth Century Music Corp.
LIVING DREAM CALLED A GIRL, A	2/1/1965	EF 198497	3/21/1994	1994	Jobete Music Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and Mona Gaye. Also xenewed by Harold Edwards, Erian Holland and William Stevenson (RE 514-942 on 10/25/91)
haln thens from trouble man	; 12/19/1972	BP 307205		2001	Jobete Music Co., Inc. and Iventieth Century Music Corp. Per 11/14/00 Thouson and Incuson report, there is an in-process renewal application, which was filed by Maxner/Chappell, Inc.

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Main Them From Trouble Man	12/26/1972	MP 309814		7007	Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc.	skrings added
Mercy Mercy ne (The Bodlogy)	1/19/1911	92 93 94 94 95 95 95 95 95 95 95 95 95 95 95 95 95	1/3/2000	2000	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona.	and Kens
NRRCY NERCY MR (THE BCOLOGY)	8/21/1971	BP 292717	12/31/1998	2000	Jobete Humic Co., Inc. (arrangement by Johnny Dentato) Remewed by Jobete Music Company, Inc.	Ugas
MY IND ARMS MINUS YOU EQUALS TEARS	2/20/1963	80 758946	12/16/1991	1992	Jobete Music Co., Inc. Ranswad by Prankie Christian Gaye, Marvin Gaye III and Mona. Marvisa Gaye. Also renewed by Clarence Paul and Milliam Stevenson (RE 529-520 on 4/8/91)	end None -520 on
NEED YOUR LOVIN' (WANT YOU BACK)	11/1/1964	BP 194258	10/30/1992	1993	Jobste Music Co., Inc. Renswad by Frankis Gaye, Marvin Gays III and Mona Gays. renswed by Clarence Paul (RE 601-359 on 12/16/92)	W. Also
PLEASE DON'T STAY (ONCE YOU GO AWAY)	8/24/1973	EP 317253		2002	Jobete Music Co., Inc. and Cherritosm Music Company, Inc.	and the second
soor abbit walsh	12/19/1972	BP 309006		2001	Johate Music Co., Inc. and Twantieth Century Music Corp.	
PRETTY LITTLE BABY	6/1/1965	BP 203453	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. renewed by Clarence Paul and Dave Mamilton (RE 631-086 on 4/1/93)	Ne. Also
PKIDS AND JOY	2/13/1963	BU 757653	12/16/1991	1992	Jobete Husic Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Marvisa Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 526-289 of 2/11/91)	III and Nona (NB 826-289 on
RICHT ON	1/7/1971	EP 290456	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Barl Deroven	100 E.S.
gave the children	1/61/9/1	EP 247806	12/31/199R	2000	Jobate Music Co., Inc. Renewed by Renaldo Benson	
SINCE I HAD YOU	3/6/1976	EP 351728		2002	Johate Music Co., Inc.	Company of the second
SO LÆT THEN LAUGH (AT ME)	5/1/1965	8P 202250	4/29/1993	1994	Jobate Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona (renaved by Clarence Paul (RR 614-661 on 10/25/93)	Gaye. Alse
noa pniact br tili boos	5/3/1976	BP 352784		5002	Johate Music Co., Inc.	e de la composition della comp

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BOUL MORGO	11/23/1962	EU 746203	11/23/1990	1991	Jobets Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye. Also renewed by Clarence Paul (RB 497-D31 on 11/13/50)
STEPPING CLOSER TO YOUR HEART	10/1/1964	EP 194056	10/30/1992	1993	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Als renewed by Harvey Puqua (RE 601-354 on 12/16/92)
STUBBORN KIND OF PELLOW	8/6/1962	BU 730762	11/23/1990	1991	Jobste Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisa Gays. Also zenewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90)
STUBBORN KIND OF . PRILLOW	4/9/1974	BP 330077		2003	Jobete Music Co., Inc. New matter: revised welody in blues setting
+ FLATS IT COOL	12/19/1972	BP 307196		2001	Jobete Music Co., Inc. and Iventiath Century Music Corp.
T STANDS FOR TROUBLE	12/19/1972	BP 307194	1/3/2000	2001	Jobeta Music Co., Inc. and Twentisth Century Music Corp. Remayed by Frankis Christi. Gaye, Harvin Gaye III and Mona Marviss Gaye
THEME FROM TROUBLE MAN	12/19/1972	EP 307203		2001	Jobete Music Co., Inc. and Twantieth Century Music Corp. Per 11/14/90 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc.
T. SECOND GOODS W. T.	12/19/1972	RE 309007		2007	
TROUBLE MAN	12/19/1572	8P 307204		2001	Jobeta Nusic Co., Inc. and Inentieth Century Nusic Corp. Fer 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc.
TROUBLE MAN	12/20/1972	319580	1/3/2000	2001	Jobete Rusic Co., Inc. and Tventisth Century Rusic Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire
TECRETE HAN	9/3/1974	BP 329340		2003	
MS CAH MAKE IT, BABY	6/16/1970	KP 273951	1/2/1998	1999	Jobete Music Co., Inc. Renewed by James Nyx
WAAT'S GOING ON?	12/21/1970	BP 281238	1/2/1998	1999	Jobets Music Co., Inc. Renswed by Renaldo Benson
MEAT'S GOING ONT	8/12/1971	289520	12/31/1998	2000	Jobete Music Co., Inc. Ranswed by Renaldo Benson.

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Song	(c) DATE		Date	Jan 18t	
KRAT'S GOING ON?	12/20/1971	BP 314122	12/31/1998	2000	Jobete Music Co., Inc. Previously published on 12/21/70; SP 281238. Renewed by Renaldo Benson.
WHAT'S GOING ON?	12/27/1972	BP 323326	3/3/2000	2001	Jobste Husic Co., Inc. Previously published 12/21/70; SP 281238 and 6/12/71; EP 289520. Renewed by Prankie Christian Gaye, Marvin Gaye III and Mona Harvisa Gaye at Renaldo Benson
MEAT'S GOING ON?	12/28/1972	KP 320331	1/3/2000	2001	Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christine Gaye (sic), Marvin Gaye III and Nona Marvisa Gaye and Renaldo Benson
MEAT'S HAPPENTING, BROTHER?	6/16/1971	BP 287719	12/31/1998	2060	Johnte Husic Co., Inc. Renewed by James Nyx, Jr.
WHEN YOU ARE AVAILABLE	7/15/1968	SP 248233	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gays and Elgis Stover
WHERE SVER I LAY MY HAT	1/16/1963	RD 753369	12/16/1991	1992	Jobate Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Harvise Gaye. Also renewed by Morman Whitfield (RE 525-343 on 2/11/91)
WHISTLING ABOUT YOU	3/1/1962	EU 708871	11/23/1998 1991	1991	Pugua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marrisa Gaye and Hel Kanar and Harvey Pugua
HOLEY HOLY	6/15/1971	EP 287291	12/21/1998	2000	Jobste Music Co., Inc. Renewed by Renaldo Benson
TOU SURE LOVE TO BALL	6/27/1973	BP 317264		2002	Jobete Music Co., Inc.
YOU'RE THE MAN PT. 2	4/1/1972	EP 299080	1/3/2000	2001	Jobets Music Co., Inc. Renewed by Frankis Christian Gays, Marvin Gays III and Nona Harvisa Gays and Kenneth Stover
YOU'RS THE ONE	1/15/1969	EP 25446	1/3/1997	1998	Jobete Music Co., Inc. Renawed by I'vy Hunter, Elgie Stover, Marvin Gaye and Anna Ga

# EXHIBIT G-5

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Signatu  Date	212-750-0210	212-750-0464	The	Signature Pullman Duly Authorized		C dba T	he Pullm	an Group
Phone Recordation will be mailed inwindow envelope to this address:	Robert G.  Number/Street/Apt▼  P.O. Box  City/State/ZIP▼	Roomian, Esq. 7111 a, VA 22307	<b>内族地</b> ,省和1	Date	Complete Sign you SEHO Theo Complete C	te ali necessary ur Cover Sheet li us et Enfanta pries of the Docu rmoney order pa yrights ent Congress, Cop us Recordation i Dendence Aven ton, D.C. 20558-	n Space 9 STOGL I HEH Iment Cover Sheet yyable to Register yyable Clince Section, LM-462 Je, S.E.	tional titles as of July 1, 1999.

\*Knowingly and wlifully falsifying material facts on this form may result in criminal liability. 16 U.S.C.\$1001.

June 1999 20,000

WEB REV: June 1999

lied 09/08/20 Page 67 of 110 / ....

### THE PULLMAN GROUP, LLC

1370 Avenue of the Americas
New York, NY 10019
212.750.0210 tel.
212.750.0464 fax
Info@pullmanco.com
www.pullmanco.com
Securitizing the Future\*

V3476 D694

JM 16,2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley
Triple Three Music, Inc.
C/o Isley Brothers Management
10866 Wilshire Blvd., Suite 560
Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Triple Three Music, Inc., ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- 1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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Engagement between Pullman and Triple Three Music, Inc.
Page 2

- 3. <u>Pullman's Services</u>. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):
- (a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share (the "Assets").
- (b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.
- (c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.
- (d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.
- (e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.
- 4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:
- (a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.
- (b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.
- (c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.
- (d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.
- (e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

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- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.
- (g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

### 5. Compensation to Pullman.

- (a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold.
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Engagement between Pullman and Triple Three Music, Inc. Page 5

Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

- Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.
- 12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. <u>Authority</u>. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause imeparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. <u>Modifications</u>. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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Engagement between Pullman and Triple Three Music, Inc.

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respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,

The Pullman Group, LLC

ACCEPTED AND AGREED:

TRIPLE THREE MUSIC, INC.

Rudolph Isley

Title:

Date:

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V3476 D694 Page 6 The Subject Compositions SCHEDULE A

•••		Copyright	Dental	Renewal		
Song		Number	Date	Jan 19t	Copyright and Renewal Claimants & Notes	<b>.</b>
AFTER THE DANCE	3/6/1976	EP 351562		2005	Jobete Music Company, Inc.	
all in the promise of tomorrow	10/1/1967	BP 236815	1/30/1995	1996	Jobete Music Company, Inc. Renewed by Nons Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelms Gordy (RE 697-598 on 3/1/95).	vin Gaye 3rd.
all ny lipe	3/15/1965	850002 da	4/29/1993	1994	Jobete Husic Co., Inc. (In notice: Jobette Rusic Co., Inc.) Renewed by Frankie Gaye and Marvin Gaye 1rd.	by None Gaye.
ar inst (I pound Love)	10/15/1967	EP 237828	1/30/1995	1996	Jobets Music Co., Inc. Renewed by Nona Gays, Frankis Gays and Maryin, renewed by Elgis Stover and Anna Gays (RE 597-612 on 3/1/95)	Gerye Jack. All
BAST, I'N POR REAL	5/22/1969	RP 259274	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Anna Gays and Marvin Gays	
BABY, IT'S LOVE	10/6/1970	EP 278006	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	
BABI, YOU STRE THRILL ME	9/1/1965	SP 207307	3/21/1994	1994	Jobets Music Co., Inc. Renewed by None Gaye, Frankis Gaye and Earvin Gaye	The same
eatlando en la calle	0761/1/21	BP 261033	1/2/1998	1999	Jobete Music Co., Inc. New metter: Spanish translation. Remayed by Jobete Company, Inc. as proprietor in a work made for hire.	Jobeco Music Line
BRCAUSE OUR LOVE IS REAL	6/26/1961 * BU 676601	RU 676601	8/31/1989	1996	Fugua Pub. Co. Renewed by Fugua, Robert White, James Myx and Maryin G	
BESCHWOOD 4-5789	6/25/1962	RU 725360	0661/EZ/11	1991	Jobate Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye, III. Harvisa Gaye. Also renewed by William Stavenson (RE 484-181 on 6/15/90)	to and the little
Belles, THE	8/1/1968	89 248432	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Caye and Elgie Stover	
Bellis, The	1/16/1970	3P 267749	3/26/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaya	が変われる。
Brild, THR	4/14/1970	KP 277653		1999	Jobste Music Co., Inc.	
EREAN IN POLLCE SHOOT BIG, THE	12/19/1972	RP 307195	1/3/2000	2001	Jobets Music Co., Inc. and Iventieth Century Rusic Corp. Renewed by Frankie Gaye, Marvin Gaye III and None Marvisa Gaye	
CHANGE MUT YOU CAN	1/15/1967	SP 226940	1/30/1995	9661	Jobete Music Co., Inc. Renewed by Marvin Geye III and None Harviss Geye III and None Harviss Geye by Higis Stover and Anna Gaye (RE 696-679 on 1/1/95)	
Christmas in the city	12/13/1972	EP 308329	1/3/2000	2001	Jobete Music Co., Inc. Renaved by Marvin Gaye III and Mona Marvias Gays	No. of the last of
CLEO'S APARTHENT	12/19/1972	SP 307201		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.	
						100 h

5/22/2001

COME GET TO THIS  TALA/1973 RP 315837  4/12/1964 RP 249587 11/3  DANCING IN THE STREET  7/15/1964 RP 190590 10/3  DANS TOUS LESS PANS  6/13/1966 RU 941286 10/3		SCHEDOLE A	V3476 D694 Dage 7	
Song (C) DATE Registration (C) DATE Number 2/14/1973 EP 315837 4/12/1962 EU 715887 5/14/1973 EP 249587 5/14/1964 EP 190590 6/13/1966 EU 941286		SCHOOL	1000	となるというできない。
Copyright Registration (C) DATE Number 2/14/1973 EP 315837 4/12/1962 EU 715087 7/15/1964 EP 190590 6/13/1966 EU 941286	<u>-41</u>	Subject Co	#1tions	
(C) DATB Number 2/14/1973 EP 315837 4/12/1962 EU 715087 9/2/1964 EP 190590 7/15/1964 EP 190590	yright stration Renewal	Reneval		
2/14/1973 BP 315837 4/12/1962 BU 715087 9/2/1968 BP 249587 7/15/1964 BP 190590 6/13/1966 BU 941286	Ä	Jan 1st	Copyright and Renewal Claimants & Notes	S No.
4/12/1962 BU 715087 9/2/1968 BP 249587 7/15/1964 BP 190590 6/13/1966 BU 941286	2	2002	Jobste Music Co., Inc.	ase
9/2/1964 BF 249587 7/15/1964 BF 190590 6/13/1966 BU 941286	15087 11/23/1990	1981	Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin, Gaye I. Gaye. Also renswed by William Stevenson and Lamont Dorier (RE 496-976 or	1:20-
7/15/1564 BP 190590 6/13/1966 BU 941286	49587 1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gays and Blgis Stover	a de la companya de l
6/13/1966 BU 941286	10/30/1991	1993	Jobets Rusic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and None renewed by William Stevenson (RR 601-283 on 12/16/92)	
	41286 10/28/1994	1995 2	Jobete Music Co., Inc. New matter: French translation. Freviously regist 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor.	Machine as a series of the ser
DEEP IN IT 12/19/1972 BP 307206	97206	2001	Johata Music Co., Inc. and Twentieth Century Music Corp.	
DISTANT LOVER 9/25/1971 RP 291366 12/	91366 12/31/1998	2000	Jobete Music Co., Inc. Ranswed by Sandra Greens	
DISTANT LOVER 8/27/1973 RF 323322	23322	2002	Jobete Music Co., Inc. New matter: some revisions and added lyrics and revision. Previously published on 9/25/71, EP 291366	Poly
DOM'T CRY POR ME 10/1/1965 BP 208216 4/2:	08216 4/29/1993	1994	Jobete Rusic Co., Inc. Renewed by Frankis Gays, Marvin Gays III and Non- renewed by Willie Parmer (RE 634-674 on 10/25/93)	By. F. A.
DON'T MESS WITH MR. I 12/19/1972 EP 307200 1/3	07200 1/3/2000	2001	Jobsta Husic Co., Inc. and Twentieth Century Husic Corp. Renewed by by Christian Gaye, Marvin Gaye III and Nona Marvisa Gaye	
FALSE WORDS 12/1/1965 BP 211610 4/2	11610 4/29/1993	1994	Jobete Music Co., Inc. Renawed by Pyrankie Gays, Marvin Gays III and M Also renewed by Pay Hale and George Gordy (RE 514-605 on 10/25/93)	
PEER ALL HY LOVE INSIDE 3/6/1976 IN 351727	51727	2005	Jobets Music Company	Pa
PLYIN' HIGH (IN THE PRIENDLY SKY) 6/23/1971 BP 208195 12/	68195 12/31/1998	1000	Jobets Busic Co., Inc. Renewed by Anna Gays	
FLYIN' MIGH (IN THE PRIENDLY SKY) 12/28/1971 SP 293863 12/	93863 12/31/1998	2000	Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Ge	4 01
GET MY MANDS ON SOME LOVING 2/13/1963 BU 757667 12/	57667 12/16/1991	1992	Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye I Marvisa Gaye. Also renewed by William Stevenson (RE 529-519 on 4/8/91)	II and Mona
	9			
		Page A		
5/32/2003		<b>1</b>		

V3475 D694 Page S	Copyright and Renewal Claimants & Notes	Jobste Busic Co., Inc. (copyxight date in notice: 1971 and 1973) Mew watter: Changes in tempo, words and music. Previously published on 12/21/70 KP 281236. Renewed by Anna Caye	Jobete Music Co., Inc. Renewed by Anna Gaye	Jobete Music Co., Inc.	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye Ast and Inc. Ensewed by John Bristol, Harvey Fuqua and Thomas Kemp (RB 696-685 on 3/1/95)	D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewal by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94)	Jobete Music Co., Inc. Renewed by Prankie Christian Gaye, Maryin Gaye III and Monte Maryisa Gaye. Also renewed by Clarence Paul and William Stevenson (RE 444-184 on 187) 6/25/90)	Veneor	Jobete Rusic Co., Inc. Renewed by Robert Gordy and Thomas Kemp	Jobets Husic Co., Inc. Reneved by Prankis Gaye, Marvin Gaye III and Monte on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul, Stanley Desman and Raymons Liles (NE 697-746 on 2(1/92) Extremed by Clarence Paul (NE 697-746) Extremed by Clarence Paul (N	Jobete Nusic Co., Inc. Renswed by Frankie Gaye, Marvin Gaye III and None Gaye. Alekstened by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95).	Service Care Marvin Gaye III at	Jobete Music Co., Inc. Renewed by Frankie Unitarial Co. 100. 100. 100. 100. 100. 100. 100. 10	y Fugua, Robert White and James MyX	Inc. Renewed by Charles Edward Lamaney	Jobete Music Co., Inc. and Carlot Gaye, Marvin Gaye III and None Gaye	dobete hunta co.	10 P. J.
SCHEDULE	Reneval Starts Jan 1st	2002	1999	2006	1996	1995	1991	1992	1997	1996	1996	2002	2001	1990	1999	2002	1996	A,
	Reneval	12/31/1998	1/2/1998		1/30/1995	3/21/1994	11/23/1990	4/8/1991	1/3/1996	1/30/1995	1/30/1995		0002/5/1	10/16/1989	1/2/1998		1/30/1995	
	Copyright Registration Number	RP 311519	RP 281236	366530	EP 226941	BP 215590	EU 750856	BP 172740	BP 241008	BP 232612	BP 227721	BP 310103	EP 306137	EU 682359	BP 267754	EP 317244	BP 230953	
	THE SECTION (S)	2/6/1973	12/21/1970	7/10/10/2	1/15/1967	4/1/1966	12/26/1962	1/1/1963	1/15/1968	6/15/1967	2/1/1967	1/29/1973	12/4/1972	1961/1/8	1/16/1970	8/24/1973	5/1/1967	
	Ē S <del>art</del> a	Song	DNIADZ LOGO, A TOTAL	GOD 13 LOVES/15/201	E	HEY, DIDDLE DIDDLE	HITCH HIKE		HICH HILL	I CAN'T RELP BUT LOVE TO	DOW BYOLL I	VITACIAS HOW STATE *	I MANT TO COME HOME FOR CHRISTMAS	ACALLY ACALLY	I'IL MAIT FOR YOU	IF I SHOULD DIE TONIGHT	INI WORLD WERE MINE	

Page A-3

SCHEDULE A. The Subject Compositions

<del>-</del> 4		Convrisht		Renewal	
Buog	(c) DATE	Registration	Renewal Date	Starts Jan 1st	Copyright and Renewal Claimants & Notes
IP THIS WORLD WERE HIME	3/18/1968	BP 243265	1/3/1996	1997	Jobste Rusic Co., Inc. New matter: arrrangement. Ranewed by Jobete Music Company, Inc. as a proprietor in a work made for hire
HIN HORLD MERE HING	2/14/1973	BP 314567		2002	Jobete Husic Co., Inc. New matter: melodic variations and lyzic changes
IF YOUR LOVE BELONGED TO HE	£961/£/5	EL 7697 US	6/25/1991	1992	Birdsong Pub. Co. Renewed by Robert White and James Myx
INNER CITY BLUES (MAKE ME WANNA HOLLER)	1/6/1971	RP 287807	12/31/1998	2000	Jobete Music Co., Inc. Renewed by James Myx, Jr.
Inder city blubs 5/16/2001 warra holler)	11/1/11	EP 293174	12/31/1998	2000	Jobsta Music Co., Inc. Mew matter: arrangement. Renewed by Jobste Music Company, Inc. as a proprietor in a work made for hire
IT HORT HE TOO	7/20/1962	EU 728604	11/23/1990	1991	Jobata Music Co., Inc. Renewed by Francis Christian Gaye, Marvin Gaye III and Nona. Marvise Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 457-091 on 11/13/90}
II HUKT NE TOO	7/30/1962	BU 729916	11/23/1990	1991	Jobeta Nusic Co., Inc. Ranewed by Prankie Christian Gaye, Marvin Gaye III and Mona Marvina Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90)
TY'S GOT TO HE LOVE	9/1/1965	BP 207202	3/21/1994	1994	Jobete Husic Co., Inc. Renewed by Frankie Gaye, Maryin Gaye XII and Mona Gaye. Alacin renewed by Clarence Paul (RE 634-511 on 10/25/93)
II'S NOW OR NEVER	4/1/1966	KP 216680	3/21/1994	1995	Detroit Jobets, Inc. Remayed by Frankie Gaye, Marvin Gaye III and Mona Gaye
NAC	6/3/1974	gp 326535		2003	Jobete Music Co., Inc.
KESP GEITIN' IT ON	8/24/1973	KP 317252		2002	(7)
LATIN REACTION	7761/1/6	BP 375435		2006	Jobete Music Co., Inc.
LIFE IS A CAMBLE	12/19/1972	EP 307207		2001	Jobete Music Co., Inc. and Inentiath Century Music Corp.
LIVING DREAM CALLED A GIRL, A	2/1/1965	RP 198497	3/21/1994	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Harold Edwards, Erian Holland and Milliam Stevenson (RE 614-942 on 10/25/93)
MAIN THENB PRON TROUBLE MAN	12/19/1972	BP 307205		2001	Jobste Music Co., Inc. and Twentleth Century Music Corp. Per 11/14/00 Thosson and Thomson report, there is an in-process renewal application, which was filed by Marner/Chappell, Inc.

SCREDULE A The Subject Compositions

~*						
		Copyright Registration	Renewal	Renewal		
Song	(C) DATE	Musher	Date	Jan 18t	Copyright and Renewal Claimants & Notes	
MAIN THEMS FROM TROUBLE HAN	12/26/1972			2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings and musical variations. Fer 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc.	there is an
Hercy Hercy as (the ecology)	1/19/1971	EP 288939	1/3/2000	2000	Jobate Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvira Gaye	III and Nona
NERCY HERCY HE (THE ECOLOGY)	8/21/1971	BP 292717	12/31/1998	2000	Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc.	re Music
MY TWO ARMS MINUS YOU EQUALS TEARS	2/20/1963	80 758946	12/16/1991	1992	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona- Marvisa Gaye. Also renewed by Clarence Paul and William Stavenson (RE 529-520 on 4/8/91)	529-520 on
HEED YOUR LOVIN' (WANT YOU BACK)	11/1/1964	EP 194256	10/30/1992	1993	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and No renewed by Clarence Paul (RE 601-359 on 12/16/92)	and Hona Gays. Also
PLEASE DON'T STAY (ONCE YOU GO AMAY)	8/24/1973	gP 117253		2002	Jobete Music Co., Inc. and Cherritown Music Company, Inc.	Service Services
Poor abbet walsh	12/19/1972	BP 309006		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.	
PRETTY LITTLE BABY	6/1/1965	EP 203453	4/29/1993	1994	Jobate Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and None Gaye renewed by Clarence Paul and Dave Hamilton (RE 631-986 on 4/1/93)	Gaye. Also
PRIDE AND JOY	2/13/1963	BU 757653	12/16/1991	1,992	Jobete Music Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gaye III and Monal Marvisa Gaye. Also renewed by Mornan Whitfield and William Stevenson (RE:526-229) on 2/11/91)	III and Bona (RB 526 28.00)
RIGHT ON	1/7/1971	RP 290456	12/31/1998	2000	Jobete Husic Co., Inc. Renewed by Barl Deroven	
SAVE THE CHILDREN	1/6/1971	BP 287806	12/31/1998	2000	Jobate Music Co., Inc. Renewed by Renaldo Benson	Carlotte Car
SINCE I HAD YOU	3/6/1976	BP 351728		2005	Jobete Music Co., Inc.	
SO LET THEN LAUGH (AT ME)	5/1/1965	BP 202250	4/29/1993	1994	Jobste Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona renewed by Clarence Paul (RE 634-661 on 10/25/91)	ora Gaye. Alac
BOOM I'LL BE LOVING YOU	5/3/1976	EP 352784		2005	Jobete Music Co., Inc.	
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		Copyright Registration	Reneval	Renewal	
Suos	(C) DATE	Number	Date	Jan 18t	Copyright and Renewal Claimants & Notes
SOUL BONGO	11/23/1962	BU 746203	11/23/1990	1991	Gobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona
22					Darvies taye, atted remember by tratemen feet the 197-554 to 14/10/00/
STRPPING CLOSER TO YOUR HEART	10/1/1964	EP 194058	10/30/1992	1993	Jobete Music Co., Inc. Renswed by Frankie Gaye, Marvin Gays III and Nona Gaye. Als renewed by Harvey Fugua (RE 601-254 on 12/16/92)
BIUBBORN KIND OF PELLOW	8/6/1962	<b>В</b> О 730762	11/23/1990	1991	Jobate Music Co., Inc. Renawed by Frankie Christian Gaye, Marvin Gaye III and Mona Narvisa Gaye. Also renewed by William Stavenson and George Gordy (RE 484-183 on 6/25/90}
STUBBORN KIND OF PELLOW	4/8/1974	EP 330077		2003	Jobete Music Co., Inc. New matter: xevised melody in blues setting
T PLAYS IT COOL	12/19/1972	BP 307196		2001	Jobate Rusic Co., Inc. and Twentieth Century Numic Corp.
I SIMDS FOR TROUBLE	12/19/1972	BP 367194	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christi. Gaye, Harvin Gaye III and Nona Marvisa Gaye
THEME FACH TROUBLE MAN	12/19/1972	EP 307203		2001	Jobete Music Co., Inc. and Iwantieth Century Music Coup. Fer 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Marner/Chappell, Inc.
THERE GOES HR. T	12/19/1972	EP 309007		2001	
Trough Han	12/19/1972	EP 307204		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filled by Warner/Chappell, Inc.
TROUBLE HAN	12/20/1972	BP 319520	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. New mattern arrangement. Renewed by EMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire
TROUBLE RAN	9/3/1974	RP 329340		2003	Jobete Music changes
NE CAN MAKE II, BABY	6/16/1970	RP 273951	1/2/1998	1999	Jobete Nusic Co., Inc. Renewed by James Myx
Weat's going on?	12/21/1970	KP 261238	1/2/1998	1999	Jobete Music Co., Inc. Renaved by Renaldo Benson
Heal's Going On?	8/12/1971	8P 289520	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Renaldo Benson.

SCHEDULE A The Subject Compositions

# EXHIBIT G-6

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Marybeth Peters

Register of Copyrights and Associate Librarian for Copyright Services

> Certificate of Recordation C-762 March 2001—30,000

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at www.loc.gov/copyright or call (202) 707-3000 for current fee information.

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DOCUMENT SECTION

To the Register of Copyrights:

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Phone Number

Fax Number

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The Pullman Group Pullman Group, LLC The Duly Authorized Agent of:

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# PULLIMAN®

### THE PULLMAN GROUP, LLC

1370 Avenue of the Americas
New York, NY 10019
212.750.0210 tel.
212.750.0464 fax
info@pullmanco.com
www.pullmanco.com
Securitizing the Future\*\*



JAM 16. 2002

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STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ronald Isley C/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560 Los Angeles, CA 90024

Re:

Engagement as Exclusive Securitizing

Agent and Advisor

Dear Mr. Ronald Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Ronald Isley, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- 1. <u>Engagement Period</u>. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.
- 3. <u>Pullman's Services</u>. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee

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approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

- (a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Royalties, Record Masters, Music Publishing and Writers' share (the "Assets").
- (b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.
- (c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.
- (d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.
- (e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.
- 4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:
- (a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.
- (b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.
- (c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.
- (d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.
- (e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

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- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.
- (g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

### 5. Compensation to Pullman.

- (a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

- (iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.
- 6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.
- 7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.
- 8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.
- 9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.
- 10. <u>Non-circumvention</u>. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

- 11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.
- 12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. <u>Authority</u>. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,

The Pullman Group, LLC

By:

Is: Funder Chairman and CES

ACCEPTED AND AGREED:

RONALD ISLEY

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Title: / ne

Date:

(Commencement Date)

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Sons	(C) DATE	Number	Date	Jan 1st	Copyright and Renewal Claimants & Motes	. •	
AFTER THE DANCE	3/6/1976	BP 351562	1	2005	Jobete Music Company, Inc.		
ALL IN THE PROMISE OF TOMORROW	10/1/1967	EP 236815	1/30/1995	1996	Jobete Music Company, Inc. Remewed by Mona Gaye, Frankie Gaye and I Also remewed by Anna Gaye and Thelma Gordy (RE 697-596 on 3/1/95)	Marvin Gaye 3rd.	72
NE HY LIFB	3/15/1965	RP 200058	4/29/1993	1994	Jobeta Husic Co., Inc. (In notice: Jobette Husic Co., Inc.) Renawed Prankie Gaye and Marvin Gaye 3rd.	ed by None Gaye.	ر در
AT LAST (I POUND LOVE)	19(15/1967	EP 237828	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Mona Gaye, Frankis Gaye and Marvin Gaye renewed by Bigie Stover and Anna Gaye (RE 697-612 on 3/1/95)	No.	
BABI, I'N POR REAL	5/22/1969	EP 259278	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye.		
BABT, IT'S LOVE	10/6/1970	BP 278006	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye		7
Saby, you sure thrill me	3961/1/6	XP 207307	3/21/1994	1994	Jobets Music Co., Inc. Renewed by None Gays, Frankis Gays and Marvin Gays 2nd	n Gaye and	
MALLENDO EN LA CALLE	0762/7/22	BP 251033	1/2/1998	1999	Jobeta Rusic Co., Inc. New matter: Spanish translation. Removed l Company, Inc. as proprietor in a work made for hire.	Reneved by Cobete Nucce	de Cal
BECAUSE OUR LOVE IS REAL	6/26/1961	* EU 676601	8/31/1989	1990	Fugua Pub. Co. Renewed by Fugua, Robert White, James Nyx and Maryin Gaye.		的 的 其
BXECHNOOD 4-5789	6/25/1962	EU 725360	11/23/1990	1991	Jobate Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III. Harvisa Gaye. Also renewed by William Stavenson (RE 484-181 on 6/25/90)	in Gaye III, and Bona 6/25/90/9	建筑
BELLS, THE	8/1/1968	BP 248432	1/3/11996	1997	Jobete Music Co., Inc. Renewed by Anna Gays and Elgie Stover		
stils, the	1/16/1970	BP 267749	3/26/1998	1999	Jobete Music Co., Inc. Renased by Anna Gaye		
BRILLS, THE	4/14/1970	RP 277653		1999	Jobeta Rusic Co., Inc.		
REFAR IN POLICE SHOOT BIG, THE	12/19/1972	EP 307195	1/3/2000	2007	Jobets Music Co., Inc. and Inventieth Century Music Corp., Ranewed by Frankie, Gaye, Harvin Gaye III and Mona Marviss Gaye	Francis Curlett	
CHANGE HEAT YOU CAN	1/15/1967	BP 226940	1/30/1995	1996	Johnte Music Co., Inc. Renewed by Marrin Gaye III and Mona Marrias defering by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95)	Here and the second	
CHIESTHAS IN THE CITY	12/13/1972	EP 308329	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona-Marvias (	A SAME	. 200 200
CLEO-S APARTHENT	12/19/1972	EP 307201		2001	Jobete Music Co., Inc. and Twentisth Century Music Corp.	A LONG TO THE REAL PROPERTY OF	
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CONTRA	4/12/1962	BU 715087	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Prankie Christian Gaye, Harvin Gaye III and Nona ingree. Also renewed by William Stevenson and Lamont Dozier (RE 496-976 on 11/13/90)	
WITH OR CHRICK PLEA	9/2/1968	BP 249587	3661/6/1	1997		
DANCING IN THE STREET	7/15/1964	EP 190590	10/30/1992	1993	Jobets Music Co., Inc. Renewed by Frankis Gays, Marvin Gays III and Mona Gays. Als renewed by William Stevenson (NR 601-283 on 12/16/92)	0729
Dans tous les pays	9961/21/9	BU 941286	10/28/1994	1995	Co., Inc. New matter: French translation. Ereviously register /64. Renewed by Jobate Music Company, Inc. as a proprietor in	3-GHW
	, , , , e / e .	HP 307206		2001	usde for three. Gobeta Music Co., Inc. and Twentieth Century Music Corp.	/ Do
DREP IN IT	9/25/1971	EP 291366	12/31/1998	2000	Jobste Husic Co., Inc. Renswed by Sandra Greens	
DISTANT LOTER	8/27/1973	BP 323322		2002	Johete Music Co., Inc. New matter: some revisions and added lyride and some melodiffication. Previously published on 9/25/71, EP 291366	ent 1
DON'T CRY POR ME	10/1/1965	EP 204216	4/29/1993	1994	Jobete Husic Co., Inc. Renewed by Francis Gays, Marvin Gays III and Mona Gays. Alb. renewed by Willie Farmer (RE 534-674 on 10/25/93)	<u>-8</u> Fi
DON'T NESS WITH MR. I	12/19/1972	gp 307200	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Rusic Corp. Renewed by by Frankie Tellist Christian Gaye, Harvin Gaye III and Rona Marviss Gaye	led 09
SALSE WORDS	12/1/1965	8P 211610	4/29/1993	1994	<b>.</b>	0/08/20
PREC. ALL HY LOVE DISIDE	3/6/1976	至 351727		2005	A C	
PLYIN' HICH (IN THE PRIENDLY SKY)	6/23/1971	BP 288195	12/31/1998	2000		·
FLYIN. HIGH (IN THE PRIENDLY SKY)	12/28/1971	EP 293863	12/31/1998	2000		
GET HY HANDS ON SOME LOVING	2/13/1963	ED 757667	12/16/1991	1992	Jobets Music Co., Inc. (Remewed by Prankle Christian Gaye, Marvin Gaye III and Monte Harviss Gaye. Also renewed by Milliam Stevenson (RE 529-519 on 4/8/91)	of 11(
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Buog	(C) DATE	Copyright Registration Number	Renewal Date	Renewal Starts Jan 1st	Copyright and Renewal Claimants & Notes	Here is a second of the second
GOD IS LOVE	2/6/1973	BP 311519	12/31/1998	2002	Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) } changes in tempo, words and music. Previously published on 12/21/70 Renewed by Anna Gaye	973] Mear matter: /21/70 HP 261236.
GOD IS LOVES/16/2001 LOVING	12/21/1970	BP 261236	1/2/1998	1999	Jobete Music Co., Inc. Renswad by Anna Gaye	ers.
GOT TO GIVE IT UP, PT. 1-2	7/10/1917	EP 366530		2006	Jobste Music Co., Inc.	
herd over heres in love with you, easy	1/15/1967	BP 226941	1/30/1895	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Maryin Gaye III and Nona Gaye. renewed by John Bristol, Harvey Puqua and Thomas Kemp (RE 696-688 on 3/1/95)	Maryin Gaye III and Nona Gaye. Ala Kemp (RE 696-680 on 3/1/95)
NEE, DIDDLE DIDDLE	4/1/1966	HP 215590	3/21/1994	2995	D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. By John Bristol and Harvey Fugua (RE 677-842 on 10/21/94)	7
HITCH HIKE	12/26/1962	<u>RU 750856</u>	11/23/1990	1991	Jobets Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye Marvisa Gaye. Also renewed by Clarence Paul and William Stevenson (RE 6/15/90)	neon (RE 444-38 on 1
HINGH HINS	2/1/1963	BP 172740	4/8/1991	1992	Jobete Music Co., Inc. Renewed by Clarence Paul and William Stavenson	Tavenave 1
I CM'T MEP BUT LOVE YOU	1/15/1968	BP 241008	1/3/1996	1997	Jobete Music Co., Inc. Ransved by Robert Gordy and Thomas Kemp	
I HEAR THE RELIAS	2/15/1967	BP 232613	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. renewed by Clarence Paul, Stanley Ossman and Raymons Liles (RE 697-746 on 17/198	II and None Gays. 5 Ja. 18.
T LOVE YOU	2/1/1967	BP 217721	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95).	II and None Gaye. Ale
I LOVE YOU SECRETLY	1/29/1973	BP 310103		2002	Jobete Music Co., Inc.	
I WANT TO COME HOME FOR CHRISTMAS	13/4/1972	gp 306137	1/3/2000	2001	Jobete Husic Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III Marviss Gaye an Forest Bairston	Maria de la compansión de
I'LL NEVER DO THAY AGAIN	1961/1/8	BU 682359	10/16/1989	1990	Birdsong Pub. Co. Renswed by Harvsy Pugus, Robert White and James Myx	AVA STATE OF THE S
I'LL WALT FOR YOU	1/16/1970	BP 267754	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Charles Sdward Laskey	Property of the control of the contr
THE I SHOULD DIE TONIGHT	8/24/1973	EP 317244		2002	Jobets Music Co., Inc. and Charritown Music Company, Inc. $\psi$	
IP THIS WORLD HERB MINB	5/1/1967	KF 230953	1/30/1995	1996	Jobete Music Co., Inc. Renaued by Frankie Gaye, Marvin Gaye III and None Gaye	II and None Gaye

SCHEDULE A The Subject Compositions

		Copyright		Renewal	
	(c) pars	Registration Number	Reneval	Starts Jan 1st	Copyright and Renewal Claimants & Notes
E THIS WORLD WERB MINE	3/18/1968	BP 243265	1/3/1996	1997	Jobets Music Co., Inc. Mew matter: arrangement. Renewed by Jobets Music Company, Inc. as a proprietor in a work made for hire
STEEN STATE OF THE	2/14/1973	BF 314567		2002	Jobete Busic Co., Inc. New matter: melodic variations and lyric changes
SH OT ORDHOUSE STOLE ST	5/3/1963	BU 769773	6/25/1991	1992	Birdeong Pub. Co. Renewed by Robert White and James Myx
INNER CITY BLIES (MAKE ME WANNA HOLLER)	1/6/1971	KP 287807	12/31/1998	2006	Jobete Music Co., Inc. Renewed by James Nyx, Jr.
INNER CITY BLUES 5/16/2001WANNA HOLLER)	11/1/11	BP 293174	12/31/1998	2000	Jobete Music Co., Inc. Mew matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire
II HURI KE TOO	7/20/1962	EU 728604	11/23/1990	1661	Jobate Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona., Marvies Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90)
II BURT MS TOO	7/30/1962	BU 729916	11/23/1998	1991	Jobeta Music Co., Inc. Reneved by Frankie Christian Gaye, Marvin Gaye III and Mona. Marvisa Gaye. Also reneved by William Stevenson and Elcardo Wallace (RE 497-122 on 11/13/90)
EVOL BH OT TOP 8'TT	9/1/1965	EP 207202	3/21/1994	1994	Jobeta Husic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Alsex xenswed by Clarence Paul (MK 634-511 on 10/25/93)
II'S NOW OR NEVER	4/1/1966	BP 216680	3/21/1994	1995	Detroit Jobete, Inc. 'Ranewed by Frankie Gaye, Marvin Gaye III and Mona Gaye
JAN	6/3/1974	BP 326535		2003	Jobete Music Co., Inc.
KEEP GETTIN' IT ON	8/24/1973	EP 317252		2002	Jobets Music Co., Inc. and Cherritown Music Company, Inc.
LATIN REACTION	5/1/1977	BP 375435		2006	Jobete Music Co., Inc.
LIFE IS A GMBLE	12/19/1972	RP 367207		2001	Jobata Music Co., Inc. and Twentiath Century Music Corp.
LIVING DREAN CALLED A GIRL, A	2/1/1965	四 198497	3/21/1994	1994	Jobete Music Co., Inc. Reneved by Prankie Guye, Marvin Gaye III and Mona Gaye. Also reneved by Harold Edwards, Erian Holland and William Stavenson (RE 614-942 on 10/25/93)
HAIN THEKE FROM TROUBLE MAN	12/19/1972	307205 gg		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process resewal application, which was filed by harner/Chappell, Inc.

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		Registration	Renewal	Starts		
Supg	(C) DATE	Musber	Date	Jan 1st	Copyright and Renewal Claimants & Motes	
MAIN THEME PROM TROUBLE NAN	12/26/1972	41880C TH		2001	Jobete Husic Co., Inc. and Twentieth Century Nusic Corp. Mew matter: strings added. and musical variations. Fer 11/14/00 Thomson and Thomson report, there is and in-process renewal application, which was filed by Warner/Chappell Music, Inc.	
Mercy Wercy he (The Rollogy)	1/19/1971	RP 288939	1/3/2000	2000	Jobate Nusic Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona.	<u>J-CV-U</u>
MERCY HERCY NG (THE ECOLOGY)	8/21/1971	BP 292717	12/31/1998	2000	Jobete Music Co., Inc. (azzangement by Johnny Dentato) Renewed by Jobete Music Company, Inc.	1230
MY INO ARMS KINUS YOU EQUALS TEARS	2/20/1963	358346	12/16/1991	1992	Jobeta Music Co., Inc. Renewed by Frankis Christian Gays, Marvin Gays III and Mons. Marvisa Gays. Also renewed by Clarence Paul and William Stevenson (NE 529-520 on 4/8/91)	• • • • • • • • • • • • • • • • • • • •
MEED YOUR LOTIN' (WANT YOU BACK)	11/1/1964	BP 194258	10/30/1992	1993	Jobete Nusic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Alack renewed by Clarence Paul (RE 601-359 on 12/16/91)	<u>Docur</u>
PLEASE DON'T STAY (ONCE YOU GO ARAY)	8/24/1973	BP 317253		2002	Jobete Music Co., Inc. and Cherritown Music Company, Inc.	Shirt of
POOR ABBEY WALSH	12/19/1972	9006DE 38		2001	Johate Music Co., Inc. and Iventiath Century Music Corp.	1-8
pretty little baby	9961/1/9	BP 203453	4/29/1993	1994	dobete Rusic Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. (Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93)	FIIE
PRIDE AND JOY	2/13/1963	BU 757653	12/16/2991	1992	Jobete Husic Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Monathin Harvisa Gaye. Also renewed by Norman Whitfield and William Stevenson (ZB 526-528) un 2/11/91)	90 09/08
RIGHT ON	1/2///	EP 290456	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Barl Deroven	<u>/20</u>
SAVE THE CHILDREN	1/6/19/1	3P 287806	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Renaldo Benson	<u> 1 aş</u>
SINCE I HAD YOU	3/6/1976	BP 351728		2005	Johate Busic Co., Inc.	<u>je 9</u>
SO LET THEM LAUGH (AT ME)	5/1/1965	EP 202250	4/29/1993	1994	Johate Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93)	3 01 1
DON I'LL ME LOVING YOU	5/3/1976	BP 352784		2005	Jobete Music Co., Inc.	.10
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Song	(C) DATE	Copyright Registration Number	Reneval	Raneval Starts Jan 1st	Copyright and Renewal Claimants & Motes
SOUL BONGO	11/23/1962	BU 746203	11/23/1990	1661	Jobete Nusic Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisa Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/13/90)
SIEPPING CLOSER TO YOUR HEART	10/1/1964	EP 194058	10/30/1992	1993	Jobets Music Co., Inc. Renswed by Frankie Gaye, Marvin Gaye III and Nons Gaye. Als renewed by Harvey Fugua (RE 601-354 on 12/16/92)
STUBBORN ATHD OF PELLOW	8/6/1962	ED 730762	11/23/1990	1991	Johate Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisa Gays. Also renewed by William Stevenson and George Gordy (ZE 484-183 on 6/25/90)
HOLLIST OF PELLOW	4/9/1974	EP 330077		2003	Jobete Music Co., Inc. New matter: revised melody in blues setting
T PLAYS IT COOL	12/19/1973	BP 307196		2001	Jobete Music Co., Inc. and Twentisth Century Music Corp.
T stands for trouble	12/19/1972	BP 307194	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christi. Gaye, Harvin Gaye III and Mona Harvies Gaye
THEM FROM TROUBLE MAN	12/19/1972	£P 307203		2001	Jobete Music Co., Inc. and Iventieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc.
There goes hr. T	12/19/1972	ZP 309007		2001	Jobete Music Co., Inc. and Iwentieth Century Music Corp.
TROUBLE HAN	12/19/1972	BP 307204		2007	Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filled by Warner/Chappell, Inc.
TROUBLE HAN	12/20/1972	319580	1/3/2000	2001	arrangement proprietor
Trouble han	9/3/1974	BP 329340		2003	i Ph
ME CAN MAKE IT, BABY	6/16/1910	BP 273951	1/2/1998	5561	Jobete Music Co., Inc. Renewed by James Nyx
WHAT'S GOING ON?	0721/15/51	BP 281238	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Renaldo Benson
MHAT'S GOING ON?	8/12/1971	KP 189520	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Reneldo Benson.

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Stog	(C) DATE	Copyright Registration Number	Renewal Date	Renewal Starts Jan let	Copyright and Remewal Claimants & Wotes	
WHY. S COING ON?	12/20/1971	BP 314122	12/31/1998	2000	Jobeta Music Co., Inc. Previously published on 11/21/70; ## zhf218. Remaned by Renaldo Benson.	2
WHAT's Golds on?	12/27/1972	BP 323326	1/3/2000	2001	Jobete Humic Co., Inc. Previously published 12/21/70; SP 281238 and 8/12/71; RP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Marvise Gaye an Reneldo Benson	
MEAT'S GOING ON?	12/28/1972	BP 320331	1/3/2000	2001	Jobete Music Co., Inc. Wew matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvisa Gaye and Renaldo Benson	
What's Happening, Brother?	1/61/91/9	BP 287719	12/31/1998	2000	Jobete Music Co., Inc. Renswed by James Myx, Jr.	
MHEN YOU ARE AVAILABLE	7/15/1968	BP 248233	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Blgis Stover	
Meers bure I lay hy hat	1/16/1963	BU 753369	12/16/1931	1992	Jobete Music Co., Inc. Renewed by Prankis Christian Gays, Marvin Gays III and Nona Marvisa Gaye. Also renewed by Morman Whitfield (RB 525-343 on 2/11/91)	
WHISTLING ABOUT YOU	3/1/1962	EU 708871	11/23/1990	1991	Pugua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye and Mel Kanar and Marvey Pugua	20
WHOLLY HOLY	6/15/1971	BP 267291	12/31/1998 2000	3000	Jobete Music Co., Inc. Renewed by Renaldo Benacm	
YOU SURE LOVE TO BALL	8/27/1973	BP 317264		2002	Jobete Music Co., Inc.	
YOU'RE THE MAN PT. 2	4/1/1972	BP 299080	1/3/2000	2001	Jobete Music Co., Inc. Ranewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye and Kenneth Stover	
You're the one	1/15/1969	BP 254446	1/3/1997	1998	Jobete Music Co., Inc. Renewed by Ivy Munter, Elgie Stover, Marvin Gaye and Anna Ga	

# EXHIBIT G-7

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	Rudolph Isley The Pullman Group, LLC di	ba The Pullman Group		Completeness of de Document is con	ocument nplete by complete	its own te	rms. as is."	
;	Description of document  ☐ Transfer of Copyright ☐ Security Interest ☐ Change of Name of Owner	☐ Termination of Tran☐ Shareware☐ Life, Identity, Death☐ Transfer of Mask Wo	sfer(s) [Sect Statement orks	ion 304] [Section 302]	<b>(2)</b> Oth	ner <u>Eng</u>	agement	reffer
na.	Title of first work as given in the After the Do			Total number	112		and ,	
/	Amount of fee Fe en en 230.00	eclosed Check Money Order	□ Fee auth Copyright Deposit Ac	orized to be charged Office count number	to:	<u>-</u>		

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States of America that the accompanying document is a true copy of the original document.

Pullman Group, LLC dba

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June 1999 20,000

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## THE PULLMAN GROUP, LLC V3476 D696

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info@pullmanco.com
www.pullmanco.com
Securitizing the Future

JW 16.2002

V3476 D696 Page

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Rudolph Isley C/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560 Los Angeles, CA 90024

Re:

Engagement as Exclusive Securitizing

Agent and Advisor

Dear Mr. Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Rudolph Isley, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

- 1. <u>Engagement Period</u>. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
- 2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.
- 3. <u>Pullman's Services</u>. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

- 11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.
- 12. <u>Law and venue</u>. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.
- 13. <u>Authority</u>. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.
- 14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.
- 15. <u>Modifications</u>. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.
- 16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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- (f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.
- (g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

#### 5. Compensation to Pullman.

- (a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:
- (i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.
- (ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or
- (iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,
- (b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.
- (c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:
- (i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out; its undertaking herein with regard to the transaction.
- (ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).
- (iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

- (iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.
- 6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.
- 7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.
- 8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.
- 9. <u>Indemnification</u>. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.
- 10. <u>Non-circumvention</u>. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

Copyright 1998-1999, The Pullman Group, LLC. All rights expressly reserved.

Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours, The Pullman Group, LLC

By:\_

Its: Formly Chairman and LEC

ACCEPTED AND AGREED:

RUDOLPH ISLEY

Title:

Date:

Commencement Date)

V3475 D595 Page 7

SCHEDULE A

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		Copyright		Kenswal		
Some	(C) DATE	Registration Number	Renewal	Starts Jan 1st	Copyright and Renewal Claimants & Notes	
ATER THE DANCE	3/6/1976	服 351582	9	2005	Jobata Music Company, Inc.	
ise of Tomorrow	10/1/1967	EP 236815	1/30/1995	1996	Jobete Music Company, Inc. Renswed by Nona Gaye, Frankie Gaye and Marvin Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95)	dn Gaye 3zd.
all we lips	3/15/1965	RP 200058	4/25/1993	1994	Jobets Music Co., Inc. (In notice: Jobette Music Co., Inc.) Renswed Frankie Gaye and Marvin Gaye 1rd.	T NOTE CAN
AI LAST (I POUND LOVE)	1961/51/01	RP 237828	1/30/1995	1996	Jobete Music Co., Inc. Renewed by None Gaye, Frankie Gaye and Marvin Crenswed by Rigie Stover and Anna Gaye (RE 697-612 on 3/1/95)	Gaye 2 rd.
BASI, I'H POR REAL	5/22/1969	BP 259278	1/3/1997	1.998	Jobete Music Co., Inc. Remewed by Anna Gaye and Marvin Gaye.	
BABY, II'S LOVE	10/6/1970	BP 276006	1/2/1998	1999	Jobete Rusic Co., Inc. Renewed by Anna Gaye	がある。
BABY, YOU SURE THRILL HE	5961/1/6	EP 207307	3/21/1994	1994	Jobste Music Co., Inc. Ranswed by Nona Gays, Frankis Gays and Harvin Gays	The same
	0761/1/21	BP 261033	1/2/1998	1999	Company, Inc. as proprietor in a work made for hire,	Tobata Music II
BECAUSE OUR LOVE IS REAL	5/26/1961	196/1961 BU 676601	8/31/1989	1990	Pugua Pub. Co. Renewed by Fugua, Robert White, James Myx and Marrits days.	A 14 CH 14 CH 14 CH
BRECHWOOD 4-5789	6/25/1962	BU 725360	11/23/1990	1991	Johnto Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III. Narvina Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90)	TI WIND TO SERVE
HELLS, THE	8/1/1968	BP 248432	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover.	
BRILS, THE	1/16/1970	BP 267749	3/26/1998	1999	Jobste Music Co., Inc. Renewed by Anna Gaya	
SELLS, THE	4/14/1970	BP 277653		1999	Jobata Music Co., Inc.	· · · · · · · · · · · · · · · · · · ·
BREAK IN POLICE SHOOT BIG, THE	12/19/1972	EP 307195	1/3/2000	2001	Jobeta Music Co., Inc. and Twentieth Century Rusic Corp. Renewed by P Gaye, Marvin Gaye III and None Marviss Gaye	
CHANGE HELAT YOU CAN	1/15/1967	BP 226940	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Mervin daye III and Mons Marviss Caye by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95)	No. Also cando
CHRISTMAS IN THE CITY	12/13/1972	BP 308329	1/3/2008	2001	Jobete Music Co., Inc. Renewed by Marvin Gays III and Wons Marviss Gays	
CLEO 15 ADARTHENT	12/19/1972	EP 307201		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp.	

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Buos	(C) DATE	Copyright Registration Number	Renewal. Date	Renewal Starts Jan 18t	Copyright and Reneval Claimants & Notes	<u>Ca</u>
	(101) 17/4				Control of the contro	SC
COME GET TO THIS	5167/57/7				<u> </u>	1.2
COMMIR	4/12/1962	BU 715087	11/23/1990	1991	Johnte Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin, Gaye, III and Gaye. Also renewed by William Stevenson and Lamont Dozier (RE 496-976 on 11/1)	
COURT OF COMMON PLEA	9/2/1968	BP 249587	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Bigin Stover	
DANCING IN THE STREET	7/15/1964	EP 190590	10/30/1992	1993	Jobeta Music Co., Inc. Renewed by Frankie Gaye, Maryin Gaye III and Mona Gaye. renewed by William Stevenson (RE 601-283 on 12/16/92)	93-G
Dang Tous LRS Pays	6/13/1966	gu 941286	10/28/1994	1995	Jobets Music Co., Inc. New matter: French translation. Fraviously registers: 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor: in made for hire.	m o
DESP IN IT	12/19/1972	BP 307206		2001	Jobsta Music Co., Inc. and Twentieth Century Music Corp.	<u>Journal</u>
DISTANT LOVER	9/25/1971	EP 291366	12/31/1998	2000	Jobets Music Co., Inc. Renewed by Sandra Greene	
DISTANT LOVER	8/27/1973	BP 323322		2002	Jobate Rusic Co., Inc. New matter: some revisions and added lyxics and added lyxics and section. Previously published on 9/25/71, RF.291166	1-8
DON'T CRY FOR ME	10/1/1965	BP 206216	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays IXI and Mons Gays renewed by Willie Farmer (RE 634-674 on 10/25/93)	Filed
DON'T MASS WITH MR. T	12/19/1972	BP 307200	1/3/2000	2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by by Franki Christian Gaye, Marvin Gaye III and Nona Marvisa Gaye	09/08
Palse words	12/1/1965	BP 211610	4/29/1993	1994	Jobete Music Co., Inc. Renawed by by Frankie Gaye, Marvin Gaye III and Mona Gen Also renewed by Pay Hale and George Gordy (RB 634-605 on 10/25/93)	
PREL ALL NY LOVE INSIDE	3/6/1976	EP 351727		2005	Jobete Music Company	Page
FLYIN' HIGH (IN THE PRIENDLY SKY)	6/23/1971	SP 288195	12/31/1998	2000	Jobete Rusic Co., Inc. Renewed by Anna Gays	
FLYIN' HIGH (IN THE PRIMOLY SKY)	12/28/1971	BP 293863	12/31/1998	2000	Jobete Husic Co., Inc. (Additional words and music). Renewed by Anna Gayana	
get he hads on some louing	2/13/1963	19251 08	12/16/1991	1992	Jobets Music Co., Inc. (Renewed by Frankie Christian Gays, Marvin Gays III and Marviss Gays. Also renewed by William Stevenson (RE 529-519 on 4/8/91)	TIO
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5/32/2001				Page	2-1	e de la companya de l
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The Subject Compositions

0	ared (2)	Copyright Registration	Renewal nere	Reneval Starts		
	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				REGION & STITESTATO TERRETOR DITE 115517 AGOSTO 11111111111111111111111111111111111	
OVB	2/6/1973		12/31/1998	2002	Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) He changes in tempo, words and music. Previously published on 12/21/70 Renewed by Anna Gaye	Mew matter:
GOD IS LOVES/16/2001 LOVING	12/21/1970	EP 281236	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Anna Gaye	The second of th
GOT TO GIVE IT UP, Pf. 1-2	3/10/1977	BP 366530		2006	Jobete Music Co., Inc.	
HEAD OVER HEELS IN LOVE WITH YOU, BABY	1/15/1967	RP 226941	1/30/1995	3961	Jobete Music Co., Inc. Renewed by Prankie Gaye, Marvin Gaye III and Nona Gaye. F. Ale renewed by John Bristol, Harvey Fugua and Thomas Kemp (RE 696-680 on 3/1/95)	(1/95)
HEY, DIDOLE DIDOLE	4/1/1966	BP 215590	3/21/1994	1995	D. Jobets, Inc. Renewed by Frankie Gays, Marvin Gays III and Nona Gays. by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94)	Also refer
нітся нізс	12/26/1962	BU 750856	11/23/1990	1991	Jobete Rusic Co., Inc. Renawed by Frankie Christian Gaye, Harvin Gaye Marvisa Gaye. Also renewed by Clarence Paul and William Stevenson (RE 6/25/90)	III and None 444-188 on 1
HITCH HIKE	3/1/1963	EP 172740	4/8/1991	1992	Jobete Nueic Co., Inc. Renewed by Clarence Paul and William Stevenson	
I CAN'T HELP BUT LOVE YOU	1/15/1968	BP 241008	3/1996	1997	Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp	
I hear the bells	6/15/1967	BP 232612	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and N renewed by Clarence Paul, Stanley Oseman and Raymons Liles (RE 697-746	ons (34/75)
I Love You	2/1/1967	BP 227721	1/30/1995	1996	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and N renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95)	One Gaye. Ale
I LOVE YOU SECRETLY	1/29/1973	EP 310103		2002	Jobete Music Co., Inc.	
I WANT TO COME HOME FOR CHRISTMAS	12/4/1972	BP 306137	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye Marvisa Gaye an Forest Hairston	Money Property of the Parket Property of the
I'LL NBVER DO THAT AGAIN	1961/1/8	BU 682359	10/16/1989	1990	Bixdsong Pub. Co. Renewed by Haxvey Pugua, Robert White and James Mys	
I'LL WALT FOR YOU	1/16/1970	BP 267754	1/2/1998	1999	Jobete Music Co., Inc. Renewed by Charles Edward Laskey	
IF I SHOULD DIR TONIGHT	8/24/1973	BP 317244		2002	Jobste Music Co., Inc. and Charritown Music Company, Inc.	
If this world were mine	5/1/1967	斯 230953	1/30/1995	1996	Jobete Music Co., Inc. Refewed by Frankie Gaye, Marvin Gaye III and Mone	one days

# SCHEDULE A The Subject Compositions

•		Copyright		Renewal		
Bong	(C) DATE	Registration Number	Renewal Date	Starts Jan 1st	Copyright and Renewal Claimants & Notes	Sec
IP THIS WORLD WERE MINE	3/18/1968	BP 243265	1/3/1996	1997	Jobete Busic Co., Inc. New matter: arrrangement. Renewed by Jobete Music Company. Inc. as a proprietor in a work made for hire	
SMIN BABN CLINON SIHI AI	2/14/1973	EP 314567		2002	Jobete Husic Co., Inc. New matter: melodic variations and lyric changes	ij.
IN ADDRESS BRICHARD TO HE	5/3/1963	BU 769773	6/25/1991	1992	Birdsong Pub. Co. Renewed by Robert White and James Myx	
INNER CITY BIJURG (MAKE HE WANNA HOLLER) 7/6/1971	1/6/1971	BP 267807	12/31/1998	2000	Jobets Music Co., Inc. Renewed by James Myx, Jr.	
INNER CITY BLUBS 5/16/2001WANNA HOLLER)	11/1/11	8p 293174	12/31/1998	2000	Jobete Music Co., Inc. Mew matter: arrangement. Renewed by Jobete Music Company. Inc. as a proprietor in a work made for hire	
IT RURT HE TOO	7/20/1962	BU 728604	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvies Gaye. Also renewed by William Stevenson and Ricardo Wallace (ME 497-991 on 11/12/90)	1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
IT HURT HE TOO	7/30/1962	BU 729916	11/23/1990	1881	Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona. Marvisa Gays. Also renewed by William Stevenson and Ricardo Wallace (RE 457-122 on 11/13/90)	
SAOT EN OL LOS S'II.	9/1/1965	BP 207202	3/21/1994	1994		
II'S NOW OR NEVER	4/1/1966	BP 216680	3/21/1994	1995	dajasina Sijasan	a tractic
NEC	6/3/1974	8p 326535		2003	Jobete Music Co., Inc.	
KEEP GETTIN' IT ON	8/24/1973	BP 317252		2002	Jobets Music Co., Inc. and Cherritown Music Company, Inc.	
LATIN REACTION	9/1/1977	BP 375435		2006	Jobete Music Co., Inc.	08 \$1
LIPE IS A GAMBLE	12/19/1972	BP 307207		2001	Jobsta Nusic Co., Inc. and Twentisth Century Music Corp.	
LIVING DREAK CALLED A GIRL, A	2/1/1965	BP 198497	3/21/1994	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. renewed by Marold Edwards, Brian Holland and William Stavenson (RE 634-942 on 10/25/93)	2
hain theme from trouble man	12/19/1972	BP 307205		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filled by Warner/Chappell, Inc.	e e e e e e e e e e e e e e e e e e e

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	open (s)	Copyright Registration Number	Renewal Date	Renewal Starts Jan 18t	Copyright and Renewal Claimants & Motes	
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MALH THERE FROM TROUBLE MAN	12/26/1972	HP 309814	¥ 96	2001	Jobate Music Co., Inc. and Twentieth Century Music Lorp. Her marter: and and musical variations. Per 11/14/00 Thomson and Thomson report, there is and in-process renewal application, which was filed by Warner/Chappell Music, Inc.	i g
HERCY MERCY ME (THE ECOLOGY)	1/21/21/1	\$66887 dg	1/3/2000	2000	Jobeta Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gays III Harvies Gaye	III and None
MERCY MERCY ME (THE ECOLOGY)	8/21/1971	BP 292717	12/31/1998	2000	Jobete Nusic Co., Inc. (arrangement by Johnny Dentato) Renawed by Jobete Music Company, Inc.	ste Music
hy Ind arms hinds you equals tears	2/20/1963	BU 758946	12/16/1991	1992	Jobete Music Co., Inc. Renewed by Prankie Christian Gaye, Marvin Gaye III and None Harvisa Gaye. Also renewed by Clarence Paul and William Stavenson (RE 529-520 on 4/8/91)	III and Nona E 529-520 on
NEED YOUR LOVIN' (WANT YOU BACK)	11/1/1964	BP 194258	10/30/1992	1993	Jobste Music Co., Inc. Renewed by Frankie Gaye, Martin Gaye III and Mona Gaye. xenswed by Clarence Paul (RE 601-359 on 12/16/92)	ona Gaye.
(NAME OF THE TAXABLE YOU GO ANAX)	8/24/1973	EP 317253		2002	Jobete Music Co., Inc. and Cherritown Music Company, Inc.	
HE LES T. NOT BENETIA	12/19/1972	309006		2001	Jobste Music Co., Inc. and Twentieth Century Music Corp.	
SOOK ABSET LITTLE BABY	6/1/1965	EP 203453	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and None Gay renewed by Clarence Faul and Dave Hamilton (RE 631-086; on 4/1/92)	one Gaye. Also
PRIDE AND JOY	2/13/1963	BG 757653	12/16/1991	1992	Jobste Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Marrisa Gaye. Also renewed by Norman Whitfield and Milliam Stevenson (RE 526 2/11/91)	(RE 526-289 cm
No.	1/1/1971	EP 290456	12/31/1998	2000	Jobete Music Co., Inc. Renewed by Barl Deroven	
RIGHT ON PRICESS	1/6/1971	BP 287806	12/31/1998	1 2000	Jobete Music Co., Inc. Renewed by Renaldo Banson	
DOY GER 7	3/6/1976	BP 351728		2005	Jobete Music Co., Inc.	
BINCH I FEET THEM LAUGH (AT ME)	5/1/1965	BP 202250	4/29/1993	1994	Jobete Music Co., Inc. Renewed by Frankia Gaye, Marvin Gaye III am renewed by Clarence Paul (RE 634-661 on 10/25/93)	and Mona Gaye. Alec.
DOX DXIAOT BE TY, I NOOS	5/2/1976	BP 352784		2005	Jobata Music Co., Inc.	
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minute.		Copyright Registration	Renewal	Renewal	Copyright and Renewal Claiments & Wotes
	(C) DATE	Mumber	Date	Jan 190	
OPNOR TROE	11/23/1962	BU 746203	11/23/1990	1991	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Harvisa Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/13/90)
STRPFING CLOSER TO YOUR HEART	10/1/1964	BP 194058	10/30/1992	1993	Jobete Music Co., Inc. Remayed by Frankie Geye, Harvin Geye III and Mona Geye. Als. remewed by Harvey Puqua (RE 601-354 on 12/16/92)
STUBBORN KIND OF PELLOW	8/6/1962	BU 730762	11/23/1990	1991	Jobete Music Co., Inc. Ranswed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaya, Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90)
MOTIVE WAS TAKEN	4/9/1974	KP 330077		2003	Jobete Music Co., Inc. New matter: revised melody in blues setting
STUBBORN KAN US ABANCA	12/19/1972	BP 307196		2001	Jobeta Music Co., Inc. and Twentiath Century Music Corp.
T FLAYS IT COCL. I STANDS FOR TROUBLE	12/19/1972	BP 307194	1/3/2000	2001	Jobeta Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankia Christi. Gaye, Marvin Gaye III and None Mervise Gaye
THEKE FROM TROUBLE MAN	12/19/1972	BP 307203		2001	Jobete Music Co., Inc. and Twentisth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filled by Warner/Chappell, Inc.
T. CAR NE. T	12/19/1972	ZB 309007		2001	Jobete Music Co., Inc. and Twentieth Century Music Coxp.
TROUBLE MAN	12/19/1972	8P 307204		2001	Jobete Music Co., Inc. and Twentieth Century Music Corp. Fer 11/19/10 income. Thomson report, there is an in-process renewal application, which was filled by Warner/Chappell, Inc.
TROUBLE MAN	12/20/1972	BP 319580	1/3/2000	2001	Jobste Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by EMI Catalogue Partnership and Jobste Music Company, Inc. as proprietor in work made for hire
TROUBLE HAW	9/3/1974	EF 329340		2003	Jobete Music Co., Inc. and Twentieth Century Music Coxp. (In notice: Jobete Masic Company, Inc. and Twentieth Music Coxporation). New matter: melodic changes
Visit di may properties de la constante de la	6/16/1970	RF 273951	1/2/1998	1999	Jobate Music Co., Inc. Renewed by James Nyx
MB CAN MAKE AT, DOOR	13/21/1970	0 RP 281238	1/2/1998	1999	Jobeta Music Co., Inc. Renaved by Renaldo Benson
NEAL'S GOING ON?	8/12/1971	HP 289520	12/31/1998	8 2000	Jobete Music Co., Inc. Renewed by Renaldo Benson.
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	(C) DATE	Copyright Registration Number	Renewal	Renewal Starts Jan 1st	Copyright and Renewal Claimants & Wotes	
STORE COUNTY CONTRACTOR	1 4	BP 314122	12/31/1998	2000	Jobeta Rusic Co., Inc. Previously published on 12/21/70; EP 281236. Renewed by Renaldo Benson.	
what's going ou?	12/27/1872	BP 323326	1/3/2000	2002	Jobete Nusic Co., Inc. Previously published 12/21/70; SP 281238 and 8/12/71; SP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Woma Marvisa Gaye an Renaldo Benson	Va
MAT'S GOING ON?	12/28/1972	BP 320331	1/3/2000	2001	Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvisa Gaye and Renaldo Banson	
MANY S HAPPHING, BROTHER?	6/16/1971	BP 267119	12/31/1998 2000	2000	Jobete Music Co., Inc. Renaved by James Nyx, Jr.	
WITH YOU ARE AVAILABLE	7/15/1968	BP 248233	1/3/1996	1997	Jobete Music Co., Inc. Renewed by Anna Gaye and Blgie Stower	
WHERE BURE I LAY MY HAT	1/16/1963	成 753369	12/16/1991	1992	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvies Gaye. Also renewed by Norman Whitfield (RB 525-343 on 2/11/91)	
WHISTLING ABOUT YOU	3/1/1962	EU 708871	11/23/1990	1661	Pugua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisa Gaye and Mel Kanar and Marvey Fugua	4.0
MHOLLY HOLY	6/15/1971	EP 287291	12/31/1994	2000	Jobete Music Co., Inc. Renewed by Renaldo Benson	
YOU SURE LOVE TO BALL	8/27/1973	BP 317264		2002	Jobeta Music Co., Inc.	
YOU'RE THE MAN PT. 2	4/1/1972	KP 299080	1/3/2000	2001	Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and None Harvisa Gaye and Kenneth Stover	
YOU'RE THE ONE	1/15/1969	EP 254446	1/2/1997	1998	Jobete Music Co., Inc. Renawed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ga	